



***BID AND CONTRACT DOCUMENTS  
AND SPECIFICATIONS  
FOR***

---

***ADAPTIVE TRAFFIC SIGNAL CONTROL – CITY CENTER –  
PHASE 2***

---

***PROJECT # 36233  
RFB # 22-004  
GRANT FUNDING # CM-9917(037)***

***City of Federal Way  
Public Works Department  
33325 8th Avenue South  
Federal Way, WA 98003***

**BID AND CONTRACT DOCUMENTS AND SPECIFICATIONS  
FOR  
ADAPTIVE TRAFFIC SIGNAL CONTROL – CITY CENTER – PHASE 2**

**PROJECT # 36233  
RFB # 22-004  
GRANT FUNDING # CM-9917(037)**

---

Bids Accepted Until 10:00 a.m., June 17, 2022 at  
City of Federal Way  
33325 8th Avenue South  
Federal Way, WA 98003

---

Prepared By:  
Transpo Group  
12131 113th Ave NE #203  
Kirkland, WA 98034



---

The contract plans and specifications for this Project have been reviewed and approved by:

  
*Devin S. Miller*  
Public Works Director / Deputy Public Works Director

# TABLE OF CONTENTS

	<u>PAGE</u>
ADVERTISEMENT FOR BIDS .....	3
INSTRUCTIONS TO BIDDERS & CHECKLISTS .....	5
BID PROPOSAL .....	7
BID BOND.....	13
CONTRACTOR WAGE LAW COMPLIANCE CERTIFICATION .....	14
PROPOSAL FOR INCORPORATING RECYCLED MATERIALS.....	15
DBE UTILIZATION CERTIFICATION .....	16
DBE WRITTEN CONFIRMATION DOCUMENT .....	17
DBE BID ITEM BREAKDOWN.....	18
DBE BID ITEM TRUCKING CREDIT .....	19
PUBLIC WORKS CONTRACT .....	20
SAMPLE CONTRACT CHANGE ORDER .....	27
CERTIFICATE OF INSURANCE .....	29
PERFORMANCE AND PAYMENT BOND .....	30
SPECIAL PROVISIONS .....	
STANDARD PLANS AND DETAILS.....	
FHWA 1273.....	
KING COUNTY, STATE, AND FEDERAL PREVAILING WAGES AND BENEFIT CODE KEY .....	
PROJECT PLANS .....	BOUND SEPARATELY

## **ADVERTISEMENT FOR BIDS** **ADAPTIVE TRAFFIC SIGNAL CONTROL – CITY CENTER – PHASE 2**

**SUBMITTAL OF SEALED BIDS:** Notice is hereby given that the City of Federal Way will receive sealed bids through June 17, 2022, at 10:00 a.m. at the City Hall Finance Department at 33325 8th Avenue South, Federal Way, Washington 98003.

Proposals received after said date and time will not be considered. All timely bids will be opened and read publicly aloud via a remote meeting at 10:05 a.m. on June 17, 2022.

The remote meeting can be accessed at [www.Zoom.us](http://www.Zoom.us) by clicking on “Join a Meeting” and entering Meeting ID: 844 0541 3357 and Passcode: 170734 or by telephone at (253) 215-8782

This project shall consist of: furnishing and installing traffic signal system detection improvements at various intersections throughout the City of Federal Way, in support of its upcoming SCOOT Adaptive Signal Control (ASC) system.

The City anticipates awarding this project to the successful bidder and intends to give Notice to Proceed as soon as the Contract and all required documents are executed in full. Regardless of the date of award or Notice to Proceed, the Contractor must complete all work within 45 working days.

**BID DOCUMENTS:** Plans, Specifications, Addenda, and plan holders list are available on-line through Builders Exchange of Washington at [www.bxwa.com](http://www.bxwa.com). Click on: “Posted Projects,” “Public Works,” and “City of Federal Way.” It is recommended that Bidders “Register” in order to receive automatic e-mail notification of future addenda and to place themselves on the “Bidders List.” Bidders that do not register will need to periodically check on-line for addenda issued on this project. Contact Builders Exchange of Washington at (425) 258-1303 if you require assistance with access or registration. An informational copy of plans, specifications, and addenda are available for viewing only at the City of Federal Way Finance Department.

**QUESTIONS:** Any questions must be directed to Sarady Long, Senior Traffic Engineer, by email at [Sarady.Long@cityoffederalway.com](mailto:Sarady.Long@cityoffederalway.com), or by letter addressed to same. Questions must be received by the City no later than 5:00 p.m. three business days preceding the bid opening to allow a written reply to reach all prospective Bidders before the submission of bids.

**OTHER PROVISIONS:** All bids and this Project shall be governed by the Contract, as defined by the Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction 2022 (Standard Specifications), which is incorporated by this reference as though set forth in full.

All bid proposals shall be in accordance with the Contract and all bid proposals shall be accompanied by a bid deposit or bond in the amount required in the Contract. Forfeiture of the proposal bond or deposit to the City shall be in accordance with the Contract.

The City, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49 C.F.R., Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award. The City encourages minority and women-owned firms to submit bids consistent with the City’s policy to ensure that such firms are afforded the maximum practicable opportunity to compete for and obtain public contracts.

The City of Federal Way reserves the right to reject any and all bids, waive any informalities or minor irregularities in the bidding, and determine which bid or bidder meets the criteria set forth in the bid documents.

**CITY OF FEDERAL WAY**

**ADAPTIVE TRAFFIC SIGNAL CONTROL –  
CITY CENTER – PHASE 2  
PROJECT #36233 / RFB #22-004**

**RFB-3**

*CFW RFB VERSION 2021-DEC*

**DATES OF PUBLICATION:**

Daily Journal of Commerce  
Federal Way Mirror

Publish May 27, 2022 and June 3, 2022  
Publish May 27, 2022 and June 3, 2022

## **INSTRUCTIONS TO BIDDERS & CHECKLISTS**

**(1) ADVERTISEMENT FOR BIDS AND CONTRACT DOCUMENTS**

The Advertisement for Bids and Contract Documents contain bidder instructions that must be complied with.

**(2) EXAMINATION OF BID AND CONTRACT DOCUMENTS – BIDDER RESPONSIBILITIES**

The submission of a bid shall constitute an acknowledgment upon which the City may rely that the bidder has thoroughly examined and is familiar with the bid and Contract Documents, the Project site, the availability of materials and labor, publically available information, and has reviewed and inspected all applicable federal, state, and local statutes, regulations, ordinances and resolutions dealing with or related to the equipment and/or services to be provided herein. The failure or neglect of a bidder to examine such documents, statutes, regulations, ordinances or resolutions shall in no way relieve the bidder from any obligations with respect to the bidder's bid or the contract documents. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any contract documents, statutes, regulations, ordinances or resolutions. Bidders shall visit delivery and service locations(s) as required. Bidders shall become familiar with and verify any environmental factors, which may impact current or future prices for this requirement.

**(3) INTERPRETATION OF BID AND CONTRACT DOCUMENTS**

No oral clarifications, interpretations, or representation will be made to any bidder as to the meaning of the bid or Contract Documents. Bidders shall not rely upon any oral statement or conversation they may have with City's employees, agents, representatives, consultants, or design professionals regarding the Contract Documents, whether at the pre-bid meeting or otherwise and no oral communications will be binding upon the City. Any questions must be directed to Sarady Long, Senior Traffic Engineer, by email at [Sarady.Long@cityoffederalway.com](mailto:Sarady.Long@cityoffederalway.com), or by letter addressed to same. The questions must be received by the City no later than 5:00 p.m. three business days preceding the bid opening to allow a written reply to reach all prospective Bidders before the submission of their bids. Any interpretation deemed necessary by the City will be in the form of an Addendum to the bid documents and when issued will be sent as promptly as is practical to all parties to whom the bid documents have been issued. All such Addenda shall become part of the bid.

**(4) BID PRICE**

The bid price shall include everything necessary for the completion of the Contract and the Work including, but not limited to, furnishing all materials, equipment, tools, freight charges, facilities and all management, superintendence, labor and service, except as may be provided otherwise in the Contract Documents. All Washington State sales tax and all other government taxes, assessments and charges shall be included in the various Bid item prices as required by law. The offer shall remain in effect ninety (90) days after the bid opening.

**(5) POSTPONEMENT OF BID OPENING**

The City reserves the right to postpone the date and time for the opening of bids by Addendum at any time prior to the bid opening date and time announced in these documents.

**(6) REJECTION OF BIDS**

The City reserves the right to reject any bid for any reason including, but not limited to, the reasons listed in Special Provisions Section 1-02.13. The City further reserves the right to reject any portion of any bid and/or to reject all bids. In consideration for the City's review and evaluation of its bid, the bidder waives and releases any claims against the City arising from any rejection of any or all bids. If, in the opinion of the City, there is reason to believe that collusion exists among bidders, none of the bids of the participants in such collusion will be considered.

**(7) RECYCLED PRODUCTS**

The Contractor shall use recycled paper for proposals and for any printed or photocopied material created pursuant to a contract with the City whenever practicable and use both sides of paper sheets for reports submitted to the City whenever practicable.

**(8) BIDDER'S CHECKLIST**

The bidder's attention is especially called to the following forms, which must be executed in full as required. Failure to comply may result in rejection of any bid not so complying.

- Bid Proposal**: The Bid Proposal shall be completed and fully executed, including filling in the total bid amount.
- Bid Bond**: This form is to be executed by the bidder (and the surety company as appropriate, depending upon the option selected by the bidder).
- Contractor Certification – Wage Law Compliance**: This form shall be filled in and fully executed by the bidder.
- Proposal for Incorporating Recycled Materials**: This form shall be filled in and executed by the bidder.
- DBE Utilization Certification**: This form shall be filled in by the bidder.
- DBE Written Confirmation**: Part A of this form shall be filled in by the bidder and Part B shall be signed by UDBE firm.

**(9) CONTRACT CHECKLIST**

The following documents are to be executed and delivered to the City after the Bid is awarded:

- Public Works Contract**: The successful bidder will fully execute and deliver to the City the Public Works Contract ("Contract") from these Bid Documents.
- Certificate of Insurance**: The successful bidder will provide a Certificate of Insurance evidencing the insurance requirement set forth in the Contract.
- Performance/Payment Bond**: The successful bidder will provide a fully executed Performance/Payment Bond as appropriate.
- Business License**: The successful bidder will provide a copy of a current Business License with the City of Federal Way.

**BID PROPOSAL**  
**ADAPTIVE TRAFFIC SIGNAL CONTROL – CITY CENTER – PHASE 2**

**PROPOSAL SUBMITTED TO:**

City of Federal Way  
33325 8th Ave South  
Federal Way, Washington 98003-6325

**PROPOSAL SUBMITTED BY:**

Bidder: \_\_\_\_\_  
*Full Legal Name of Firm*

Contact: \_\_\_\_\_  
*Individual with Legal Authority to sign Bid and Contract*

Address: \_\_\_\_\_  
*Street Address*

\_\_\_\_\_  
*City, State Zip*

Phone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

- Select One of the Following:
- Corporation
  - Partnership.
  - Individual
  - Other

State Contractor's License No.: \_\_\_\_\_

State Contractor's License Expiration Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
*Month Day Year*

State UBI No.: \_\_\_\_\_

State Worker's Comp. Account No.: \_\_\_\_\_

NOTE: All entries shall be written in ink or typed. Unit prices for all items, all extensions, and total amount of bid shall be shown. Enter unit prices in numerical figures only, in dollars and cents to two (2) decimal places (including for whole dollar amounts). All figures must be clearly legible. Bids with illegible figures in the unit price column will be regarded as nonresponsive. Where conflict occurs between the unit price and the total amount specified for any item, the unit price shall prevail, and totals shall be corrected to conform thereto. The Bidder shall complete this entire Bid Form or this bid may be considered non-responsive. The City may correct obvious mathematical errors. The City of Federal Way reserves the right to reject any and all bids, waive any informalities or minor irregularities in the bidding, and determine which bid or bidder meets the criteria set forth in the bid documents.

<b>SCHEDULE A: ROADWAY IMPROVEMENTS (BASE BID)</b>						
<i>All unit prices shall include applicable sales tax (Roadway Improvements)</i>						
<b>Item No.</b>	<b>Spec. Div.</b>	<b>Bid Item Description</b>	<b>Unit</b>	<b>Plan Qty</b>	<b>Unit Price</b>	<b>Amount</b>
1	1-04.4(1)	MINOR CHANGE	FA	1	\$10,000	\$10,000
2	1-07.15	SPCC PLAN	LS	1	\$	\$
3	1-09.7	MOBILIZATION	LS	1	\$	\$
4	1-10	TRAFFIC CONTROL SUPERVISOR	LS	1	\$	\$
5	1-10	FLAGGERS	HR	140	\$	\$
6	1-10	OTHER TRAFFIC CONTROL LABOR	HR	360	\$	\$
7	1-10	SEQUENTIAL ARROW SIGN	HR	180	\$	\$
8	1-10	OTHER TEMPORARY TRAFFIC CONTROL	LS	1	\$	\$
9	8-02.3 SP	PROPERTY RESTORATION	FA	1	\$5,000	\$5,000
10	8-20 SP	TRAFFIC SIGNAL SYSTEM COMPLETE – 8TH AVE S & S 320TH ST	LS	1	\$	\$
11	8-20 SP	TRAFFIC SIGNAL SYSTEM COMPLETE – 11TH PL S & 13TH AVE S & S 324TH ST	LS	1	\$	\$
12	8-20 SP	TRAFFIC SIGNAL SYSTEM COMPLETE – PETE VON REICHBAUER WAY S & S 316TH ST	LS	1	\$	\$
13	8-20 SP	TRAFFIC SIGNAL SYSTEM COMPLETE – PETE VON REICHBAUER WAY S & S 314TH ST	LS	1	\$	\$
14	8-20 SP	TRAFFIC SIGNAL SYSTEM COMPLETE – PETE VON REICHBAUER WAY S & S 312TH ST	LS	1	\$	\$
15	8-20 SP	TRAFFIC SIGNAL SYSTEM COMPLETE – 23RD AVE S & S 322ND ST	LS	1	\$	\$

16	8-20 SP	TRAFFIC SIGNAL SYSTEM COMPLETE – 23RD AVE S & S 316TH ST	LS	1	\$	\$
17	8-20 SP	TRAFFIC SIGNAL SYSTEM COMPLETE – 23RD AVE S & S 316TH ST	LS	1	\$	\$
18	8-20 SP	TRAFFIC SIGNAL SYSTEM COMPLETE – 23RD AVE S & S 312TH ST	LS	1	\$	\$
<b>TOTAL – SCHEDULE A</b>						\$

<b>SCHEDULE B: ATSPM SYSTEM (BASE BID)</b>						
<i>All unit prices shall include applicable sales tax (ATSPM System)</i>						
Item No.	Spec. Div.	Bid Item Description	Unit	Plan Qty	Unit Price	Amount
19	8-30 SP	ATSPM INITIAL SETUP	LS	1	\$	\$
20	8-30 SP	ATSPM FIRST YEAR SUBSCRIPTION (PER INTERSECTION)	EA	47	\$	\$
<b>TOTAL – SCHEDULE B</b>						\$

<b>SCHEDULE C: ROADWAY IMPROVEMENTS (ALTERNATE A1)</b>						
<i>All unit prices shall include applicable sales tax (Roadway Improvements)</i>						
Item No.	Spec. Div.	Bid Item Description	Unit	Plan Qty	Unit Price	Amount
21	8-20 SP	CCTV CAMERA INSTALLATION – 23RD AVE S & S 322ND ST	LS	1	\$	\$
<b>TOTAL – SCHEDULE C</b>						\$

<b>SCHEDULE D: ROADWAY IMPROVEMENTS (ALTERNATE A2)</b>						
<i>All unit prices shall include applicable sales tax (Roadway Improvements)</i>						
Item No.	Spec. Div.	Bid Item Description	Unit	Plan Qty	Unit Price	Amount
22	8-20 SP	CCTV CAMERA INSTALLATION – 23RD AVE S & S 312TH ST	LS	1	\$	\$
<b>TOTAL – SCHEDULE D</b>						\$

<b>BID SUMMARY (BASE BID)</b>	
ITEM	BID AMOUNT
<b>SCHEDULE A: ROADWAY IMPROVEMENTS (BASE BID)</b>	\$

<b>SCHEDULE B: ATSPM SYSTEM (BASE BID)</b>	\$
<b>TOTAL BID AMOUNT</b> <i>(including Washington State sales tax, all other government taxes, assessments and charges)</i>	\$

<b>BID SUMMARY (ALTERNATES)</b>	
<b>ITEM</b>	<b>BID AMOUNT</b>
<b>SCHEDULE C: ROADWAY IMPROVEMENTS (ALTERNATE A1)</b>	\$
<b>SCHEDULE D: ROADWAY IMPROVEMENTS (ALTERNATE A2)</b>	\$
<b>TOTAL BID AMOUNT</b> <i>(including Washington State sales tax, all other government taxes, assessments and charges)</i>	\$

The documents incorporated by reference, as if fully set forth, are the Advertisement for Bids, the Instructions to Bidders and Checklists, the Contractor's Bid Proposal (including all forms and supplemental information listed on the Bidders Checklist), the Contract Documents (including Project Plans, Specifications, and all Appendices, Amendments, and Supplemental Reports & Information), the Contract Provisions (including all forms and supplemental information listed on the Contract Checklist), the version of the Washington State Standard Specifications for Road, Bridge, and Municipal Construction identified herein, and any other documents provided to bidders and/or referenced in or referred to by the Contract Documents.

Pursuant to and in compliance with the Advertisement for Bids for the Project, and other documents relating thereto, the undersigned has carefully examined all of the bid and contract documents, considered conditions which may affect the delivery, supply and maintenance for the Project, and hereby proposes to furnish all labor, materials and perform all work as required in strict accordance with the contract documents, for the referenced bid amount, inclusive of Washington State sales tax and all other government taxes, assessments and charges as required by law.

**NON-COLLUSION AFFIDAVIT**

By signing this proposal, the undersigned acknowledges that the person(s), firm, association, or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this project.

To report rigging activities, call 1-800-424-9071. The U.S. Department of Transportation (USDOT) operates the toll-free hotline Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the hotline to report such activities. The hotline is part of USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

**CONFLICTS OF INTEREST, GRATUITIES, & NON-COMPETITIVE PRACTICES**

By signing this proposal, the undersigned agrees as follows:

- (1) That it has no direct or indirect pecuniary or proprietary interest, that it shall not acquire any interest which conflicts in any manner or degree with the work, services, equipment or materials required to be performed and/or provided under this contract and that it shall not employ any person or agent having any such interests. In the event that the Contractor or its agents, employees or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such interest to the City and take action immediately to eliminate the conflict or to withdraw from this contract, as the City may require; and

- (2) That no person or selling agency except bona fide employees or designated agents or representatives of the Contractor have been employed or retained to solicit or secure this contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid; and
- (3) That no gratuities in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any of its agents, employees or representatives, to any official, member or employee of the City or other governmental agency with a view toward securing this contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this contract.

**AFFIDAVIT OF ELIGIBILITY**

The Contractor certifies that it is properly licensed and registered under the laws of the State of Washington and has not been determined to have been in violation of RCW 50.12.070(1)(b), RCW 51.16.070(1)(b), or RCW 82.32.070(2) within the last two years. The Contractor further certifies that it has not been determined, within the last one year, to have committed any combination of two of the following violations or infractions within a five year period: (1) Violated RCW 51.48.020(1) or 51.48.103; or (2) Committed an infraction or violation under Chapter 18.27 RCW.

**CERTIFICATION OF LAWFUL EMPLOYMENT**

The Contractor hereby certifies that it has complied with all provisions of the Immigration and Nationality Act now or as herein after amended, 8 U.S.C. 1101 et. Seq., and that all employees, including subcontractor employees, are lawfully permitted to perform work in the United States as provided in this agreement with the City of Federal Way.

Receipt of the following Addendums is hereby acknowledged:

Addendum No. ____	Date Issued: _____
Addendum No. ____	Date Issued: _____
Addendum No. ____	Date Issued: _____

The undersigned individual represents and warrants that he or she is dully authorized to execute the bid and all bid documents on behalf of any partnership, joint venture or corporation.

By: \_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Title*

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
*Signature of Notary*

\_\_\_\_\_

*Printed name of Notary*  
*Notary Public in and for the State of Washington*  
*My commission expires: \_\_\_\_\_*

**BID BOND**  
**ADAPTIVE TRAFFIC SIGNAL CONTROL – CITY CENTER – PHASE 2**

**OPTION 1: BID BOND DEPOSIT**

Attached is a deposit in the form of a certified check, cashier's check, or cash in the amount of \$\_\_\_\_\_, which amount is not less than five percent (5%) of the total bid.

\_\_\_\_\_  
*Principal – Signature of Authorized Official* *Date*

\_\_\_\_\_  
*Title*

**—OR—**

**OPTION 2: BID BOND**

KNOW ALL PERSONS BY THESE PRESENTS that we, \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, are held and firmly bound unto the City of Federal Way, as Obligee, in the sum of five (5) percent of the total amount of the bid proposal for the payment of which the Principal and the Surety bond themselves, their heirs and executors, administrators, successors and assigns, jointly and severally, by these presents.

The condition of this obligation is such that if the Obligee shall make any award to the Principal for the above-mentioned Project according to the terms of the proposal or bid made by the Principal therefore, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said proposal or bid and award and shall give bond for the faithful performance thereof, with Surety or Sureties approved by the Obligee; or if the Principal shall in case of failure so to do, pay and forfeit to the Obligee the penal amount of the deposit specified in the call for bids, then this obligation shall be null and void; otherwise, it shall be, and remain in full force and effect, and the Surety shall forthwith pay and forfeit to the Obligee as penalty and liquidated damages, the amount of this bond.

SIGNED, SEALED AND DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
*Principal – Signature of Authorized Official*

\_\_\_\_\_  
*Surety – Attorney in Fact*  
*(Attach Power of Attorney)*

\_\_\_\_\_  
*Title*

Name and Address of Local Office/Agent of Surety Company is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## CONTRACTOR WAGE LAW COMPLIANCE CERTIFICATION

**FAILURE TO RETURN THIS CERTIFICATION AS PART OF THE BID PROPOSAL PACKAGE WILL MAKE THIS BID NONRESPONSIVE AND INELIGIBLE FOR AWARD.**

I hereby certify, under penalty of perjury under the laws of the State of Washington, on behalf of the firm identified below that, to the best of my knowledge and belief, this firm has **NOT** been determined by a final and binding citation and notice of assessment issued by the Washington State Department of Labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of Chapters 49.46, 49.48, and 49.52 RCW within three (3) years prior to the date of the Request for Bids.

Bidder Name: \_\_\_\_\_  
*Print Full Legal Name of Firm*

By: \_\_\_\_\_  
*Signature of Authorized Person*

\_\_\_\_\_  
*Print Name of Person Making Certifications for Firm*

Title: \_\_\_\_\_  
*Title of Person Signing Certificate*

Place: \_\_\_\_\_  
*Print City and State Where Signed*

Date: \_\_\_\_\_

## PROPOSAL FOR INCORPORATING RECYCLED MATERIALS



APWA-WA Division 1 Committee

rev. 1/8/2016

### **Proposal for Incorporating Recycled Materials into the Project**

In compliance with a new law that went into effect January 1, 2016 (SHB1695), the Bidder shall propose below, the total percent of construction aggregate and concrete materials to be incorporated into the Project that are recycled materials. Calculated percentages must be within the amounts allowed in Section 9-03.21(1)E, Table on Maximum Allowable Percent (By Weight) of Recycled Material, of the Standard Specifications.

Proposed total percentage: \_\_\_\_\_ percent.

*Note: Use of recycled materials is highly encouraged within the limits shown above, but does not constitute a Bidder Preference, and will not affect the determination of award, unless two or more lowest responsive Bid totals are exactly equal, in which case proposed recycling percentages will be used as a tie-breaker, per the APWA GSP in Section 1-03.1 of the Special Provisions. Regardless, the Bidder's stated proposed percentages will become a goal the Contractor should do its best to accomplish. Bidders will be required to report on recycled materials actually incorporated into the Project, in accordance with the APWA GSP in Section 1-06.6 of the Special Provisions.*

Bidder: \_\_\_\_\_

Signature of Authorized Official: \_\_\_\_\_

Date: \_\_\_\_\_



## DBE WRITTEN CONFIRMATION DOCUMENT



### *Disadvantaged Business Enterprise (DBE) Written Confirmation Document*

*See Contract Provisions: DBE Document Submittal Requirements  
Disadvantaged Business Enterprise Participation*

THIS FORM SHALL ONLY BE SUBMITTED TO A DBE THAT IS LISTED ON THE CONTRACTOR'S DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION CERTIFICATION.

THE CONTRACTOR SHALL COMPLETE PART A PRIOR TO SENDING TO THE DBE.

**PART A: To be completed by the bidder**

The entries below shall be consistent with what is shown on the Bidder's Disadvantaged Business Enterprise Utilization Certification. Failure to do so will result in Bid rejection.

Contract Title: \_\_\_\_\_

Bidder's Business Name: \_\_\_\_\_

DBE's Business Name: \_\_\_\_\_

Description of DBE's Work: \_\_\_\_\_

Dollar Amount to be Applied Towards DBE Goal: \_\_\_\_\_

Dollar Amount to be Subcontracted to DBE\*: \_\_\_\_\_  
\*Optional Field

**PART B: To be completed by the Disadvantaged Business Enterprise**

As an authorized representative of the Disadvantaged Business Enterprise, I confirm that we have been contacted by the Bidder with regard to the referenced project for the purpose of performing the Work described above. If the Bidder is awarded the Contract, we will enter into an agreement with the Bidder to participate in the project consistent with the information provided in Part A of this form.

Name (printed): \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_

DOT Form 422-031  
Revised 07/2016

## DBE BID ITEM BREAKDOWN



**Washington State  
Department of Transportation**

### Disadvantaged Business Enterprise (DBE) Bid Item Breakdown Form

1. Contract Number	2. Contract Name
3. Prime Contractor	4. Prime Contractor Representative Name
5. Prime Contractor Representative Phone Number	6. Prime Contractor Representative Email

Column 1 Name of UDBE <small>(See Instructions)</small>	Column 2 Bid Item # <small>(See Instructions)</small>	Column 3 Full/Partial <small>(See Instructions)</small>	Column 4 Quantity <small>(See Instructions)</small>	Column 5 Description <small>(See Instructions)</small>	Column 6 Unit Price <small>(See Instructions)</small>	Column 7 Total Unit Cost <small>(See Instructions)</small>	Column 8 Dollar Amount to be Applied Towards Goal <small>(See Instructions)</small>
<b>Subtotal:</b>						\$ 0.00	\$ 0.00
Name of UDBE	Bid Item #	Full/Partial	Quantity	Description	Unit Price	Total Unit Cost	Dollar Amount to be Applied Towards Goal
<b>Subtotal:</b>						\$ 0.00	\$ 0.00
Name of UDBE	Bid Item #	Full/Partial	Quantity	Description	Unit Price	Total Unit Cost	Dollar Amount to be Applied Towards Goal
<b>Subtotal:</b>						\$ 0.00	\$ 0.00
Name of UDBE	Bid Item #	Full/Partial	Quantity	Description	Unit Price	Total Unit Cost	Dollar Amount to be Applied Towards Goal
<b>Subtotal:</b>						\$ 0.00	\$ 0.00
<b>TOTAL UDBE Dollar Amount:</b>						\$ 0.00	\$ 0.00

DOT Form 272-054  
Revised 09/2020

**CITY OF FEDERAL WAY**

**ADAPTIVE TRAFFIC SIGNAL CONTROL –  
CITY CENTER – PHASE 2  
PROJECT #36233 / RFB #22-004**

**RFB-18**  
CFW RFB VERSION 2021-DEC

## DBE BID ITEM TRUCKING CREDIT



### Disadvantaged Business Enterprise (DBE) Trucking Credit Form

#### PART A: TO BE COMPLETED BY THE BIDDER

This form is in support of the trucking commitment identified on the DBE Utilization Certification Form submitted with the proposal. Please note that DBE's must be certified prior to time of submittal.

Federal Aid #	Contract #	Project Name
If listing items by hours, or by lump sum amounts, please provide calculations to substantiate the quantities listed.		
Bid Item	Item Description	

**Use additional sheets as necessary.**

Bidder		Name/Title (please print)
Phone	Fax	Signature
Address		
		I certify that the above information is complete and accurate.
Email		Date

#### PART B: TO BE COMPLETED BY THE DBE TRUCKING FIRM

**Note:** DBE trucking firm participation may only be credited as DBE participation for the value of the hauling services, not for the materials being hauled unless the trucking firm is also recognized as a supplier of the materials used on the project and approved for this project as a regular dealer.

1. Type of Material expected to be hauled? \_\_\_\_\_
2. Number of fully operational trucks expected to be used on this project? \_\_\_\_\_ Tractor/trailers: \_\_\_\_\_ Dump trucks: \_\_\_\_\_
3. Number of trucks and trailers owned by the DBE that will be used on this project? \_\_\_\_\_ Tractor/trailers: \_\_\_\_\_ Dump trucks: \_\_\_\_\_
4. Number of trucks and trailers leased by the DBE that will be used on this project? \_\_\_\_\_ Tractor/trailers: \_\_\_\_\_ Dump trucks: \_\_\_\_\_

DBE Firm Name		Name/Title (please print)
Certification Number		Signature
Phone	Fax	
Address		I certify that the above information is complete and accurate.
Email		Date

DOT Form 272-058  
Revised 09/2020

## **PUBLIC WORKS CONTRACT**

THIS PUBLIC WORKS CONTRACT ("Contract") is dated effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and is made by and between the City of Federal Way, a Washington municipal corporation ("City or Owner"), and \_\_\_\_\_, a \_\_\_\_\_ ("Contractor"), for the project known as \_\_\_\_\_ (the "Project").

A. The City desires to retain an independent contractor to furnish all labor and materials necessary to perform work necessary to complete the Project; and

B. The Contractor has the requisite skill and experience to perform such work.

NOW, THEREFORE, the parties ("Parties") agree to the following terms and conditions:

### **1. SERVICES BY CONTRACTOR**

Contractor shall perform all Work and furnish all tools, materials, supplies, equipment, labor and other items incidental thereto necessary for the construction and completion of the Project. Contractor shall perform the Work in a manner consistent with accepted practices for other properly licensed contractors and in accordance with and as described in the Contract Documents, which Work shall be completed to the City's satisfaction, within the time period prescribed by the City and pursuant to the direction of the Mayor or his or her designee.

### **2. TERM**

2.1 This Contract shall commence on the effective date of this Contract and continue until the Project is formally accepted as complete by the City Council, Notice of Project Completion is filed with State agencies, and all bonds for the Project are released by the City.

2.2 The Contractor must complete the Work in accordance with the number of Working Days for the Project as identified in the Contract Documents. With regard to obtaining Substantial Completion and the Completion Date by the Contractor, time is of the essence. In the event the Work is not substantially completed within the time specified in the Contract Documents, Contractor agrees to pay to the City liquidated damages in the amount set forth in the Contract Documents. The parties acknowledge that delays inconvenience the public and cost taxpayers undue sums of money, adding time needed for administration, inspection, and supervision of the Project and diverting City resources from other projects and obligations.

2.3 If the Contractor is unreasonably delayed by others, notification shall be made in writing to the Engineer in accordance with the Contract Documents. Any request for a time extension or additional compensation (including expectancy or consequential damages) allegedly resulting from such delay shall be made in accordance with the procedures of the Contract Documents. Failure to follow the notice procedures in the Contract Documents is a full and complete waiver of Contractor's right to additional time, money, damages, or other relief (including expectancy or consequential damages) as a result of the event or condition giving rise to such request.

### **3. COMPENSATION**

3.1 In consideration of the Contractor performing the Work, the City agrees to pay the Contractor an amount not to exceed \_\_\_\_\_ and \_\_\_\_/100 Dollars (\$ \_\_\_\_\_), which amount shall constitute full and complete payment by the City ("Total Compensation"). The Contractor shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the performance and payment of this Contract.

3.2 The City shall pay the Contractor for Work performed under this Contract as detailed in the Bid Proposal, which is incorporated herein and made a part hereof by this reference, and as detailed in the Contract Documents. The City shall have the right to withhold payment to the Contractor for any of the Work not completed in a satisfactory manner, in the City's sole and absolute discretion, which shall be withheld until such

time as Contractor modifies or repairs the Work so that the Work is acceptable to the City. Payment to the Contractor for partial estimates, final estimates, and retained percentages shall be subject to controlling laws.

3.3 In addition to the requirements set forth in the Contract Documents, the Contractor shall maintain Project cost records by cost codes and shall contemporaneously segregate and separately record, at the time incurred, all costs (1) directly associated with each work activity, (2) directly or indirectly resulting from any event, occurrence, condition, or direction for which Contractor seeks an adjustment in Contract price Contract time, or related to any other Claim or protest. Any work performed for which Contractor intends to seek an adjustment in Contract Price or Contract Time, or related to any other Claim or protest, shall be recorded on the same day the work is performed and kept separate so as to distinguish it from Contract Work.

#### **4. INDEPENDENT CONTRACTOR**

4.1 It is the intention and understanding of the Parties that the Contractor shall be an independent contractor and that the City shall be neither liable nor obligated to pay Contractor sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment. The Contractor shall not conduct itself as nor claim to be an officer or employee of the City. The Contractor shall pay all income and other taxes due. Industrial or any other insurance that is purchased for the benefit of the City, regardless of whether such may provide a secondary or incidental benefit to the Contractor, shall not be deemed to convert this Agreement to an employment contract. It is recognized that Contractor may or will be performing professional services during the Term for other parties; provided, however, that such performance of other services shall not conflict with or interfere with Contractor's ability to perform the Services. Contractor agrees to resolve any such conflicts of interest in favor of the City. Nothing contained in this Contract shall create a contractual or direct relationship with or a cause of action in favor of a Subcontractor or third party against the City, or by the Contractor against the Engineer, or against any of their agents, employees, engineers, or consultants.

4.2 If the Contractor is a sole proprietorship or if this is a contract with an individual, the contractor agrees to notify the City and complete any required form if the Contractor retired under a State of Washington retirement system and agrees to indemnify any losses the City may sustain through the Contractor's failure to do so.

#### **5. INDEMNIFICATION**

##### **5.1 Contractor Indemnification.**

5.1.1 The Contractor shall indemnify, defend, and hold the City, its elected officials, officers, employees, agents, consultants, and volunteers (collectively "the Indemnified Parties") harmless from any costs or losses, and pay and damages or judgments, related to any claim brought by any person employed in any capacity by the Contractor or subcontractor or supplier (of any tier) performing the Work, with respect to the payment of wages, salaries, or other compensation or benefits including but not limited to benefits such as medical, health, retirement, vacation, sick leave, etc.

5.1.2. To the fullest extent permitted by law, the Contractor shall defend, release, indemnify, and hold harmless the City and the Indemnified Parties for, from, and against any and all claims, demands, losses, costs, damages, suits, actions, expenses, fines, penalties, response costs, and liabilities (including costs and all attorney and expert fees and internal personnel costs of investigation) of whatsoever kind or nature to the extent arising from, resulting from, connected with, or incident to the Contractor's performance or failure to perform this Contract or the Work or its breach of this Contract; provided, however, that if the provisions of RCW 4.24.155 apply to the Work and any injuries to persons or property arising out of the performance of this Contract are caused by or result from the concurrent negligence of the Contractor or its subcontractors, agents, employees, or anyone for whom they are legally liable, and an Indemnified Party, the indemnification and defense obligations under this Section 5.1.2 apply only to the extent of the negligence of the Contractor, its subcontractors, agents, employees, and anyone for whom they are legally liable.

5.1.3 Contractor specifically assumes potential liability for actions brought by the Contractor's own employees or former employees against any Indemnified Party, and for that purpose Contractor waives any immunity that may be granted to it under the Washington State Industrial Insurance Act, Title 51 RCW.

Contractor's indemnification shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefits acts or programs. Provided, however, the Contractor's waiver of immunity by the provisions of this paragraph extends only to claims against the Contractor by any Indemnified party, and does not include, or extend to, any claims by the Contractor's employee directly against the Contractor. The Contractor recognizes that this waiver was specifically entered into.

5.2 Contractor Release. Any deviation, alteration, variation, addition, or omission in the Work by Contractor from the Contract Documents shall preclude Contractor from bringing any Claim or request for additional time or compensation on the basis of an alleged defect or error in the Contract Documents related to or arising, in any way, from that deviation, alteration, variation, addition, or omission. The Contractor further warrants that any alteration, variation, deletion, or omission fully complies with or exceeds all requirements of the Contract Documents and assumes all risk thereof.

5.3 Survival. The provisions of this Section shall (1) survive the expiration or termination of this Contract with respect to any event occurring prior to such expiration or termination, final payment hereunder, and any applicable statute of repose with respect to claims, fines, costs or damages brought or made against any Indemnified Party; (2) shall not be limited by RCW 4.16326(g); and (3) are in addition to any other rights or remedies which the City and/or any of the Indemnified Parties may have by law or under this Contract.

5.4 Offset. In the event of any claim or demand made against any Indemnified Party hereunder, the City may, in its sole discretion, reserve, retain or apply any monies due to the Contractor under the Contract or any other agreement or contract with the City for the purpose of resolving such claims; provided, however, that the City may, in the City's sole discretion, release such funds if the Contractor provides the City with adequate assurance of the protection of the City's and the other Indemnified Parties interests.

5.5 The Contractor shall ensure that each Subcontract includes a provision requiring each Subcontractor to indemnify and defend the City and the Indemnified Parties in the same manner, to the same extent, and for the same duration as Contractor agrees to indemnify and defend the City and the Indemnified Parties in this Section 5.

## **6. OWNERSHIP OF DOCUMENTS**

All originals and copies of work product, including plans, sketches, layouts, designs, design specifications, records, files, computer disks, magnetic media, all finished or unfinished documents or material which may be produced or modified by Contractor while performing the Work, whether or not required to be furnished to the City, shall become the property of the City, shall be delivered to the City at its request, and may be used by the City without restriction.

## **7. PATENTS, COPYRIGHTS, AND RIGHTS IN DATA**

7.1 Any patentable result or material suitable for copyright arising out of this Contract shall be owned by and made available to the City for public use, unless the City shall, in a specific case where it is legally permissible, determine that it is in the public interest that it not be so owned or available.

7.2 The Contractor agrees that the ownership of any plans, drawings, designs, specifications, computer programs, technical reports, operating manuals, calculations, notes and other work submitted or which is specified to be delivered under this Contract, whether or not complete (referred to in this subsection as "Subject Data"), is hereby irrevocably transferred and assigned to the City and shall be vested in the City or such other local, state or federal agency, if any, as may be provided by separate contract with the City. The Contractor shall execute and deliver such instruments and take such other action(s) as may be requested by the City to perfect or protect the City's rights to such Subject Data and work product, and to perfect the assignments and transfers contemplated in Sections 6 and 7.

7.3 All such Subject Data furnished by the Contractor pursuant to this Contract, other than documents exclusively for internal use by the City, shall carry such notations on the front cover or a title page (or in such case of maps, in the same block) as may be requested by the City. The Contractor shall also place their

endorsement on all Subject Data furnished by them. All such identification details shall be subject to approval by the City prior to printing.

7.4 The Contractor shall ensure that substantially the foregoing paragraphs in Sections 6 and 7 are included in each subcontract for the work on the Project.

## 8. GENERAL PROVISIONS

8.1 Entire Contract. The Contract Documents contain all of the agreements of the Parties with respect to any matter covered or mentioned in this Contract and no prior agreements or understandings pertaining to any such matters shall be effective for any purpose. In entering into this Contract, neither party has relied upon any statement, estimate, forecast, projection, representation, warranty, action or agreement of the other party except for those expressly contained in the Contract Documents.

8.2 Documents. The documents incorporated by reference, as if fully set forth in this Contract, are the Advertisement for Bids, the Instructions to Bidders and Checklists, the Contractor's Bid Proposal (including all forms and supplemental information listed on the Bidders Checklist), the Contract Documents (including Project Plans, Specifications, and all Appendices, Amendments, and Supplemental Reports & Information), the Contract Provisions (including all forms and supplemental information listed on the Contract Checklist), the version of the Washington State Standard Specifications for Road, Bridge, and Municipal Construction identified herein, and any other documents provided to bidders and/or referenced in or referred to by the Contract Documents.

8.3 Modification. No provisions of this Contract, including this provision, may be amended or added to except by agreement in writing signed by the Parties or their respective successors in interest in accordance with the Contract Documents.

8.4 Change Orders. In addition to its rights under the Contract Documents, the City may unilaterally issue a Change Order at any time making changes within the general scope of the Contract, without invalidating the Contract and without providing notice to sureties. The City's issuance of a unilateral Change Order shall not be construed as a waiver of any rights afforded the City, including its right to reject a prior protest or request for change or Claim due to untimeliness or the Contractor's failure to fully comply with the requirements of the Contract Documents, or to void the unilateral Change Order due to unilateral mistake, misrepresentation, or fraud.

8.5 Total Cost Method / Claims. In no event shall a Total Cost Method or a modified Total Cost Method be used by the Contractor to calculate any adjustments to the Contract price. For the purpose of this provision, any cost method, or variety of cost methods, using the difference between the actual cost of the Work and the Bid or Contract price of the Work to calculate any additional compensation or money owed to the Contractor shall be considered a Total Cost Method. In addition, the City shall not be responsible for, and the Contractor shall not be entitled to, any compensation for unallowable costs. Unallowable costs include, but are not limited to: (i) interest or attorneys' fees, except as mandated by statute; (ii) Claim preparation or filing costs; (iii) the costs of preparing notices or protests; (iv) lost profits, lost income, or lost earnings; (v) costs for idle equipment when such equipment is not at the Site, has not been employed in the Work, or is not scheduled to be used at the Site; (vi) claims consulting costs; (vii) expert fees and costs; (viii) loss of other business; and/or (ix) any other special, consequential, expectancy, incidental, or indirect damages incurred by the Contractor, Subcontractors, or suppliers.

8.6 Warranties and Guarantees. In addition to the requirements of the Contract Documents, the Contractor warrants that all portions of the Work that will be covered by a manufacturer's or supplier's guarantee or warranty shall be performed in such a manner so as to preserve all rights under such guarantees or warranties. If the City attempts to enforce a claim based upon a manufacturer's or supplier's guarantee or warranty and such manufacturer or supplier refuses to honor such guarantee or warranty based, in whole or in part, on a claim of defective installation by the Contractor or a Subcontractor, the Contractor shall be responsible for any resulting loss or damage, and repairs, incurred by the City as a result of the manufacturer's or supplier's refusal to honor such guarantee or warranty. This obligation survives termination of this Contract.

8.7 Full Force and Effect. Any provision of this Contract, which is declared invalid, void or illegal, shall in no way affect, impair, or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

8.8 Assignment. The Contractor shall not transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the City. In the event the City consents to any such assignment or transfer, such consent shall in no way release the Contractor from any of its obligations or liabilities under this Contract.

8.9 Successors In Interest. Subject to the preceding Subsection, this Contract shall be binding upon and inure to the benefit of the Parties' successors in interest, heirs and assigns.

8.10 Time Limitation and Venue. For the convenience of the parties to the Contract it is mutually agreed by the parties that any claims, causes of action, or disputes which the Contractor has against the City arising from the Contract shall be brought within the following time period: (i) 180 calendar days from the date of Substantial Completion for those claims, causes of action, or disputes arising prior to the date of Substantial Completion, and (ii) 180 calendar days from the date of Final Acceptance of the Contract by the City for those claims, causes of action, or dispute arising after the date of Substantial Completion. It is further agreed that the venue for any claim, cause of action, or dispute related to this Contract shall be King County, Washington, which shall have exclusive jurisdiction over any such case, controversy, or dispute. The parties understand and agree that the Contractor's failure to bring suit within the time period provided, shall be a complete bar to any such claims or causes of action. It is further mutually agreed by the parties that when any claims, causes of action, or disputes which the Contractor asserts against the City arising from the Contract are filed with the City or initiated in court, the Contractor shall permit the City to have timely access to any records deemed necessary by the City to assist in evaluating the claims, action, or dispute.

8.11 No Waiver. Failure of the City to declare any breach or default immediately upon occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default.

8.12 Sole Authority/Discretion/Judgment. Where the Contract Documents provide the City or its Engineer with "sole" authority, discretion, or judgment, such authority, discretion, or judgment shall be considered unconditional and absolute.

8.13 Governing Law. This Contract shall be made in and shall be governed by and interpreted in accordance with the laws of the State of Washington.

8.14 Authority. Each individual executing this Contract on behalf of the City and Contractor represents and warrants that such individuals are duly authorized to execute and deliver this Contract on behalf of the Contractor or City.

8.15 Engineer. The Engineer is the City's representative who directly supervises the engineering and administration of a construction Contract. The Engineer's authorities, duties, and responsibilities are limited to those specifically identified in the Contract Documents. Designation of an individual or entity as the Engineer for the Project is solely to identify the representative of the City as the entity to act as the Engineer as described in the Contract Documents. Using the term "engineer" does not imply that such entity or person is a licensed professional engineer or an engineering company and does not import any additional obligations upon the actions of the Engineer that may govern licensed professional engineers when performing engineering services.

The Engineer for this Project is designated as: Sarady Long, Senior Traffic Engineer

8.16 Notices. Any notices required to be given to Contractor or to the Engineer shall be delivered to the Parties at the addresses set forth below. Any notices may be delivered personally to the addressee of the

notice or may be deposited in the United States mail, postage prepaid, to the address set forth herein. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.

CONTRACTOR: Company: \_\_\_\_\_  
Attn: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_

ENGINEER: City of Federal Way  
Attn: Sarady Long, Senior Traffic Engineer  
33325 8th Ave S  
Federal Way, WA 98003

8.17 Captions. The respective captions of the Sections of this Contract are inserted for convenience of reference only and shall not be deemed to modify or otherwise affect in any respect any of the provisions of this Contract.

8.18 Performance. Time is of the essence of this Contract and each and all of its provisions in which performance is a factor. Adherence to completion dates is essential to the Contractor's performance of this Contract.

8.19 Compliance with Ethics Code. If a violation of the City's Ethics Resolution No. 91-54, as amended, occurs as a result of the formation and/or performance of this Contract, this Contract may be rendered null and void, at the City's option.

**9. PERFORMANCE/PAYMENT BOND**

Pursuant to RCW 39.08.010, the Contractor's payment and performance bonds must be conditioned upon: (i) faithful performance of all of the provisions of the Contract, including warranty obligations; (ii) the payment of all laborers, mechanics, Subcontractors, and Suppliers, and all persons who supply such persons with provisions or supplies in carrying out the Work; and (iii) payment of any taxes, liabilities, increases, or penalties incurred on the Project under Titles 50, 51, and 82 RCW which may be due on (a) projects referred to in RCW 60.28.011(1)(b), and (b) projects for which the bond is conditioned on the payment of such taxes, liabilities, increases, or penalties. Contractor's obligations under this Contract shall not be limited to the dollar amount of the bond.

DATED the day and year set forth above.

**CITY OF FEDERAL WAY:**

**CONTRACTOR:**

\_\_\_\_\_  
*Jim Ferrell, Mayor*  
33325 8th Avenue South  
Federal Way, WA 98003-6325

\_\_\_\_\_  
*Signature of Authorized Individual*

**ATTEST:**

\_\_\_\_\_  
*Printed Name of Authorized Individual*

\_\_\_\_\_  
*Stephanie Courtney, CMC, City Clerk*

\_\_\_\_\_  
*Street Address*

**APPROVED AS TO FORM:**

\_\_\_\_\_  
*City, State, Zip*

\_\_\_\_\_  
*J. Ryan Call, City Attorney*

**CITY OF FEDERAL WAY**

**ADAPTIVE TRAFFIC SIGNAL CONTROL –  
CITY CENTER – PHASE 2  
PROJECT #36233 / RFB #22-004**

**RFB-25**

CFW RFB VERSION 2021-DEC

**NOTARY OF CONTRACTOR'S SIGNATURE:**

STATE OF WASHINGTON     )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

On this day personally appeared before me \_\_\_\_\_, to me known to be the \_\_\_\_\_ of \_\_\_\_\_ that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

GIVEN my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
\_\_\_\_\_  
*(typed/printed name of notary)*  
Notary Public in and for the State of Washington.  
My commission expires \_\_\_\_\_



*claims by the Contractor arising out of, or relating in any way to, the Work identified, to be performed, or deleted pursuant to Change Order except as specifically described in this Change Order.*

\_\_\_\_\_  
CONTRACTOR'S SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PUBLIC WORKS DIRECTOR

\_\_\_\_\_  
DATE

*Contract Change Order  
provided for Contractor's  
reference. Change orders  
executed during the project  
will use this form.*

## CERTIFICATE OF INSURANCE

*Contractor's Certificate of  
Insurance to be inserted  
here during Contract  
Execution*



**LOCAL OFFICE/AGENT OF SURETY:**

\_\_\_\_\_  
*Name*

\_\_\_\_\_  
*Street Address*

\_\_\_\_\_  
*City, State, Zip*

\_\_\_\_\_  
*Telephone*

**BOND NO.:** \_\_\_\_\_

**APPROVED AS TO FORM:** \_\_\_\_\_  
*J. Ryan Call, City Attorney*

City of Federal Way  
Contract Provisions  
Adaptive Traffic Signal Control – City Center – Phase 2  
Project #36233/ RFB #22-004

---

## **SPECIAL PROVISIONS**

## INTRODUCTION TO THE SPECIAL PROVISIONS

The work on this project shall be accomplished in accordance with the *Standard Specifications for Road, Bridge and Municipal Construction*, 2022 edition, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter "Standard Specifications"). The Standard Specifications, as modified or supplemented by these Special Provisions, all of which are made a part of the Contract Documents, shall govern all of the Work.

These Special Provisions are made up of both General Special Provisions (GSPs) from various sources, which may have project-specific fill-ins; and project-specific Special Provisions. Each Provision either supplements, modifies, or replaces the comparable Standard Specification, or is a new Provision. The deletion, amendment, alteration, or addition to any subsection or portion of the Standard Specifications is meant to pertain only to that particular portion of the section, and in no way should it be interpreted that the balance of the section does not apply.

The project-specific Special Provisions are not labeled as such. The GSPs are labeled under the headers of each GSP, with the effective date of the GSP and its source. For example:

*(March 8, 2013 APWA GSP)*  
*(April 1, 2013 WSDOT GSP)*  
*(April 12, 2018 CFW GSP)*  
*(\*\*\*PROJECT-SPECIFIC SPECIAL PROVISION\*\*\*)*

Also incorporated into the Contract Documents by reference are:

- *Manual on Uniform Traffic Control Devices for Streets and Highways*, currently adopted edition, with Washington State modifications, if any
- *Standard Plans for Road, Bridge and Municipal Construction*, WSDOT/APWA, current edition
- City of Federal Way Public Works Development Standards
- National Electric Code, current edition

Contractor shall obtain copies of these publications, at Contractor's own expense.

## DIVISION 1 GENERAL REQUIREMENTS

### **DESCRIPTION OF WORK**

***(March 13, 1995 WSDOT GSP)***

This Contract provides for the improvement of the Adaptive Traffic Signal Control – City Center – Phase 2 Improvements and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

### **1-01.3 Definitions**

***(January 19, 2022 APWA GSP)***

Delete the heading **Completion Dates** and the three paragraphs that follow it, and replace them with the following:

#### **Dates**

##### ***Bid Opening Date***

The date on which the Contracting Agency publicly opens and reads the Bids.

##### ***Award Date***

The date of the formal decision of the Contracting Agency to accept the lowest responsible and responsive Bidder for the Work.

##### ***Contract Execution Date***

The date the Contracting Agency officially binds the Agency to the Contract.

##### ***Notice to Proceed Date***

The date stated in the Notice to Proceed on which the Contract time begins.

##### ***Substantial Completion Date***

The day the Engineer determines the Contracting Agency has full and unrestricted use and benefit of the facilities, both from the operational and safety standpoint, any remaining traffic disruptions will be rare and brief, and only minor incidental work, replacement of temporary substitute facilities, plant establishment periods, or correction or repair remains for the Physical Completion of the total Contract.

##### ***Physical Completion Date***

The day all of the Work is physically completed on the project. All documentation required by the Contract and required by law does not necessarily need to be furnished by the Contractor by this date.

##### ***Completion Date***

The day all the Work specified in the Contract is completed and all the obligations of the Contractor under the contract are fulfilled by the Contractor. All documentation required by the Contract and required by law must be furnished by the Contractor before establishment of this date.

##### ***Final Acceptance Date***

The date on which the Contracting Agency accepts the Work as complete.

Supplement this Section with the following:

All references in the Standard Specifications, Amendments, or WSDOT General Special Provisions, to the terms “Department of Transportation”, “Washington State Transportation Commission”, “Commission”, “Secretary of Transportation”, “Secretary”, “Headquarters”, and “State Treasurer” shall be revised to read “Contracting Agency.”

CITY OF FEDERAL WAY

ADAPTIVE TRAFFIC SIGNAL CONTROL –  
CITY CENTER – PHASE 2  
**PROJECT #36233**

SP-2

All references to the terms "State" or "state" shall be revised to read "Contracting Agency" unless the reference is to an administrative agency of the State of Washington, a State statute or regulation, or the context reasonably indicates otherwise.

All references to "State Materials Laboratory" shall be revised to read "Contracting Agency designated location."

All references to "final contract voucher certification" shall be interpreted to mean the Contracting Agency form(s) by which final payment is authorized, and final completion and acceptance granted.

**Additive**

A supplemental unit of work or group of bid items, identified separately in the Bid Proposal, which may, at the discretion of the Contracting Agency, be awarded in addition to the base bid.

**Alternate**

One of two or more units of work or groups of bid items, identified separately in the Bid Proposal, from which the Contracting Agency may make a choice between different methods or material of construction for performing the same work.

**Business Day**

A business day is any day from Monday through Friday except holidays as listed in Section 1-08.5.

**Contract Bond**

The definition in the Standard Specifications for "Contract Bond" applies to whatever bond form(s) are required by the Contract Documents, which may be a combination of a Payment Bond and a Performance Bond.

**Contract Documents**

See definition for "Contract."

**Contract Time**

The period of time established by the terms and conditions of the Contract within which the Work must be physically completed.

**Notice of Award**

The written notice from the Contracting Agency to the successful Bidder signifying the Contracting Agency's acceptance of the Bid Proposal.

**Notice to Proceed**

The written notice from the Contracting Agency or Engineer to the Contractor authorizing and directing the Contractor to proceed with the Work and establishing the date on which the Contract time begins.

**Traffic**

Both vehicular and non-vehicular traffic, such as pedestrians, bicyclists, wheelchairs, and equestrian traffic.

**1-02 BID PROCEDURES AND CONDITIONS**

**1-02.1 Prequalification of Bidders**

Delete this Section and replace it with the following:

**1-02.1 Qualifications of Bidder**

***(January 24, 2011 APWA GSP)***

Before award of a public works Contract, a bidder must meet at least the minimum qualifications of RCW 39.04.350(1) to be considered a responsible bidder and qualified to be awarded a public works project.

**1-02.2 Plans and Specifications**

***(June 27, 2011 APWA GSP)***

Delete this section and replace it with the following:

Information as to where Bid Documents can be obtained or reviewed can be found in the Call for Bids (Advertisement for Bids) for the work.

After award of the Contract, Plans and specifications will be issued to the Contractor at no cost as detailed below:

To Prime Contractor	No. of Sets	Basis of Distribution
Reduced Plans (11" x 17")	1	Furnished automatically upon award.
Contract Provisions	1	Furnished automatically upon award.
Large Plans (e.g., 22" x 34")	1	Furnished only upon request.

Additional Plans and Contract Provisions may be obtained by the Contractor from the source stated in the Call for Bids, at the Contractor's own expense.

**1-02.4 Examination of Plans, Specifications, and Site Work**

***(June 27, 2011 APWA GSP)***

**1-02.4(1) General**

***(January 19, 2022 APWA GSP, Option B)***

The first sentence of the ninth paragraph, beginning with "Any prospective Bidder desiring...", is revised to read:

Any prospective Bidder desiring an explanation or interpretation of the Bid Documents, shall request the explanation or interpretation in writing by close of business three (3) business days preceding the bid opening to allow a written reply to reach all prospective Bidders before the submission of their Bids.

**1-02.5 Proposal Forms**

***(July 31, 2017 APWA GSP)***

Delete this section and replace it with the following:

The Proposal Form will identify the project and its location and describe the work. It will also list estimated quantities, units of measurement, the items of work, and the materials to be furnished at the unit bid prices. The bidder shall complete spaces on the proposal form that call for, but are not limited to, unit prices; extensions; summations; the total bid amount; signatures; date; and, where applicable, retail sales taxes and acknowledgment of addenda; the bidder's name, address, telephone number, and signature; the bidder's

UBDE/DBE/M/WBE commitment, if applicable; a State of Washington Contractor's Registration Number; and a Business License Number, if applicable. Bids shall be completed by typing or shall be printed in ink by hand, preferably in black ink. The required certifications are included as part of the Proposal Form.

The Contracting Agency reserves the right to arrange the proposal forms with alternates and additives, if such be to the advantage of the Contracting Agency. The bidder shall bid on all alternates and additives set forth in the Proposal Form unless otherwise specified.

**1-02.6 Preparation of Proposal**  
**(Dec 10, 2020 APWA GSP, OPTION A)**

Supplement this section with the following:

The Bidder shall submit with the Bid a completed Disadvantaged Business Enterprise (DBE) Utilization Certification, when required by the Special Provisions. For each and every DBE firm listed on the Bidder's completed Disadvantaged Business Enterprise Utilization Certification, the Bidder shall submit written confirmation from that DBE firm that the DBE is in agreement with the DBE participation commitment that the Bidder has made in the Bidder's completed Disadvantaged Business Enterprise Utilization Certification.

WSDOT Form 422 031 (Disadvantaged Business Enterprise Written Confirmation Document) is to be used for this purpose. Bidder must submit good faith effort documentation only in the event the bidder's efforts to solicit sufficient DBE participation have been unsuccessful.

The Bidder shall submit a DBE Bid Item Breakdown form defining the scope of work to be performed by each DBE listed on the DBE Utilization Certification.

If the Bidder lists a DBE Trucking firm on the DBE Utilization Certification, then the Bidder must also submit a DBE Trucking Credit Form (WSDOT Form 272-058) documenting how the DBE Trucking firm will be able to perform the scope of work subcontracted to them.

Directions for delivery of the Disadvantaged Business Enterprise Written Confirmation Documents, Disadvantaged Business Enterprise Good Faith Effort documentation, DBE Bid Item Breakdown Form and the DBE Trucking Credit Form are included in Section 1-02.9.

**(December 10, 2020 APWA GSP, OPTION B)**

Supplement the second paragraph with the following:

4. If a minimum bid amount has been established for any item, the unit or lump sum price must equal or exceed the minimum amount stated.
5. Any correction to a bid made by interlineation, alteration, or erasure, shall be initialed by the signer of the bid.

Delete the last two paragraphs, and replace them with the following:

The Bidder shall submit with their Bid a completed Contractor Certification Wage Law Compliance form, provided by the Contracting Agency. Failure to return this certification as part of the Bid Proposal package will make this Bid Nonresponsive and ineligible for

Award. A Contractor Certification of Wage Law Compliance form is included in the Proposal Forms.

The Bidder shall make no stipulation on the Bid Form, nor qualify the bid in any manner.

A bid by a corporation shall be executed in the corporate name, by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign).

A bid by a partnership shall be executed in the partnership name, and signed by a partner. A copy of the partnership agreement shall be submitted with the Bid Form if any UDBE requirements are to be satisfied through such an agreement.

A bid by a joint venture shall be executed in the joint venture name and signed by a member of the joint venture. A copy of the joint venture agreement shall be submitted with the Bid Form if any UDBE requirements are to be satisfied through such an agreement.

***(November 9, 2020 WSDOT GSP, OPTION 2)***

The fourth paragraph of Section 1-02.6 is revised to read:

The Bidder shall submit with the Bid a completed Disadvantaged Business Enterprise (DBE) Utilization Certification, when required by the Special Provisions. For each and every DBE firm listed on the Bidder's completed Disadvantaged Business Enterprise Utilization Certification, the Bidder shall submit written confirmation from that DBE firm that the DBE is in agreement with the DBE participation commitment that the Bidder has made in the Bidder's completed Disadvantaged Business Enterprise Utilization Certification. WSDOT Form 422 031 (Disadvantaged Business Enterprise Written Confirmation Document) is to be used for this purpose. Bidder must submit good faith effort documentation only in the event the bidder's efforts to solicit sufficient DBE participation have been unsuccessful. The Bidder shall submit a DBE Bid Item Breakdown form defining the scope of work to be performed by each DBE listed on the DBE Utilization Certification. If the Bidder lists a DBE Trucking firm on the DBE Utilization Certification, then the Bidder must also submit a DBE Trucking Credit Form (WSDOT Form 272-058) documenting how the DBE Trucking firm will be able to perform the scope of work subcontracted to them. Directions for delivery of the Disadvantaged Business Enterprise Written Confirmation Documents, Disadvantaged Business Enterprise Good Faith Effort documentation, DBE Bid Item Breakdown Form and the DBE Trucking Credit Form are included in Section 1-02.9.

***(August 2, 2004 WSDOT GSP, OPTION 3)***

Section 1-02.6 is supplemented with the following:

The fifth and sixth paragraphs of Section 1-02.6 are deleted.

***(August 3, 2015 WSDOT GSP, OPTION 5)***

Section 1-02.6 is supplemented with the following:

**Cumulative Alternates Bidding**

The Bid Proposal for this Contract requires the Bidder to bid cumulative Alternates as part of the bid. As such the Bidder is required to submit a Base Bid and a bid for each of the Alternate(s).

**Bid Proposal**

**CITY OF FEDERAL WAY**

**ADAPTIVE TRAFFIC SIGNAL CONTROL –  
CITY CENTER – PHASE 2  
PROJECT #36233**

**SP-6**

Bid Proposal includes the following:

1. Base Bid

The Base Bid shall include constructing all items included in the Proposal except those items contained in the Alternate(s).

2. Alternate(s)

a. Alternate A1

Based on construction a CCTV camera at the intersection of 23rd Ave S & S 322nd St.

The Bid items for Alternate A1 are as listed in the Bid Proposal.

b. Alternate A2

Based on construction a CCTV camera at the intersection of 23rd Ave S & S 312th St.

The Bid items for Alternate A2 are as listed in the Bid Proposal.

**Bidding Procedures**

To be considered responsive the Bidder shall submit a price on each and every Bid item included in the Base Bid and all Alternate(s).

successful Bidder will be the Bidder submitting the lowest responsible Bid for the highest order Preference that is within the amount of available funds for the project. Available funds will be announced immediately prior to the opening of Bids. The following are listed in order from highest to lowest Preference:

1. Preference 1: Lowest total for Base Bid plus Alternate A1 plus Alternate A2.
2. Preference 2: Lowest total for Base Bid plus Alternate A1.
3. Preference 3: Lowest total for Base Bid

The Contracting Agency may, at their discretion, award a Contract for the Base Bid, without any additional Alternates, in the event that all Bids exceed the available funds announced. In any case, the award will be subject to the requirements of Section 1-03.

Add the following new section:

**1-02.6(1) Recycled Materials Proposal**

***(January 4, 2016 APWA GSP)***

The Bidder shall submit with the Bid, its proposal for incorporating recycled materials into the project, using the form provided in the Contract Provisions.

**1-02.7 Bid Deposit**

***(March 8, 2013 APWA GSP)***

Supplement this section with the following:

Bid bonds shall contain the following:

1. Contracting Agency-assigned number for the project;
2. Name of the project;

3. The Contracting Agency named as obligee;
4. The amount of the bid bond stated either as a dollar figure or as a percentage which represents five percent of the maximum bid amount that could be awarded;
5. Signature of the bidder's officer empowered to sign official statements. The signature of the person authorized to submit the bid should agree with the signature on the bond, and the title of the person must accompany the said signature;
6. The signature of the surety's officer empowered to sign the bond and the power of attorney.

If so stated in the Contract Provisions, bidder must use the bond form included in the Contract Provisions.

If so stated in the Contract Provisions, cash will not be accepted for a bid deposit.

### **1-02.9 Delivery of Proposal**

#### ***(January 19, 2022 APWA GSP, OPTION B)***

Delete this section and replace it with the following:

Each Proposal shall be submitted in a sealed envelope, with the Project Name and Project Number as stated in the Call for Bids clearly marked on the outside of the envelope, or as otherwise required in the Bid Documents, to ensure proper handling and delivery.

To be considered responsive on a FHWA-funded project, the Bidder may be required to submit the following items, as required by Section 1-02.6:

- DBE Utilization Certification (WSDOT 272-056)
- DBE Written Confirmation Document (WSDOT 422-031) from each DBE firm listed on the Bidder's completed DBE Utilization Certification
- Good Faith Effort (GFE) Documentation
- DBE Bid Item Breakdown (WSDOT 272-054)
- DBE Trucking Credit Form (WSDOT 272-058)

#### **DBE Utilization Certification**

The DBE Utilization Certification shall be received at the same location and no later than the time required for delivery of the Proposal. The Contracting Agency will not open or consider any Proposal when the DBE Utilization Certification is received after the time specified for receipts of Proposals or received in a location other than that specified for receipt of Proposals. The DBE Utilization Certification may be submitted in the same envelope as the Bid deposit.

#### **DBE Written Confirmation and/or GFE Documentation**

The DBE Written Confirmation Documents and/or GFE Documents are not required to be submitted with the Proposal. The DBE Written Confirmation Document(s) and/or GFE (if any) shall be received either with the Bid Proposal or as a Supplement to the Bid. The documents shall be received no later than 48 hours (not including Saturdays, Sundays and Holidays) after the time for delivery of the Proposal. To be considered

responsive, Bidders shall submit Written Confirmation Documentation from each DBE firm listed on the Bidder's completed DBE Utilization Certification and/or the GFE as required by Section 1-02.6.

#### **DBE Bid Item Breakdown and DBE Trucking Credit Form**

The DBE Bid Item Breakdown and the DBE Trucking Credit Forms (if applicable) shall be received either with the Bid Proposal or as a Supplement to the Bid. The documents shall be received no later than 48 hours (not including Saturdays, Sundays and Holidays) after the time for delivery of the Proposal. To be considered responsive, Bidders shall submit a completed DBE Bid Item Breakdown and a DBE Trucking Credit Form for each DBE Trucking firm listed on the DBE Utilization Certification, however, minor errors and corrections to DBE Bid Item Breakdown or DBE Trucking Credit Forms will be returned for correction for a period up to five calendar days (not including Saturdays, Sundays and Holidays) after the time for delivery of the Proposal. A DBE Bid Item Breakdown or DBE Trucking Credit Forms that are still incorrect after the correction period will be determined to be non-responsive.

Supplemental bid information submitted after the proposal submittal but within 48 hours of the time and date the proposal is due, shall be submitted as follows:

1. In a sealed envelope labeled the same as for the Proposal, with "Supplemental Information" added, or
2. By e-mail to the following e-mail address: [Sarady.Long@cityoffederalway.com](mailto:Sarady.Long@cityoffederalway.com)

Proposals that are received as required will be publicly opened and read as specified in Section 1-02.12. The Contracting Agency will not open or consider any Bid Proposal that is received after the time specified in the Call for Bids for receipt of Bid Proposals, or received in a location other than that specified in the Call for Bids. The Contracting Agency will not open or consider any "Supplemental Information" (DBE confirmations or GFE documentation) that is received after the time specified above, or received in a location other than that specified in the Call for Bids.

If an emergency or unanticipated event interrupts normal work processes of the Contracting Agency so that Proposals cannot be received at the office designated for receipt of bids as specified in Section 1-02.12 the time specified for receipt of the Proposal will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which the normal work processes of the Contracting Agency resume.

#### **1-02.10 Withdrawing, Revising, or Supplementing Proposal** ***(July 23, 2015 APWA GSP)***

Delete this section, and replace it with the following:

After submitting a physical Bid Proposal to the Contracting Agency, the Bidder may withdraw, revise, or supplement it if:

1. The Bidder submits a written request signed by an authorized person and physically delivers it to the place designated for receipt of Bid Proposals, and
2. The Contracting Agency receives the request before the time set for receipt of Bid Proposals, and
3. The revised or supplemented Bid Proposal (if any) is received by the Contracting Agency before the time set for receipt of Bid Proposals.

**CITY OF FEDERAL WAY**

**ADAPTIVE TRAFFIC SIGNAL CONTROL –  
CITY CENTER – PHASE 2  
PROJECT #36233**

**SP-9**

If the Bidder's request to withdraw, revise, or supplement its Bid Proposal is received before the time set for receipt of Bid Proposals, the Contracting Agency will return the unopened Proposal package to the Bidder. The Bidder must then submit the revised or supplemented package in its entirety. If the Bidder does not submit a revised or supplemented package, then its bid shall be considered withdrawn.

Late revised or supplemented Bid Proposals or late withdrawal requests will be date recorded by the Contracting Agency and returned unopened. Mailed, emailed, or faxed requests to withdraw, revise, or supplement a Bid Proposal are not acceptable.

**1-02.13 Irregular Proposals**  
**(October 1, 2020 APWA GSP)**

Delete this section and replace it with the following:

1. A Proposal will be considered irregular and will be rejected if:
  - a. The Bidder is not prequalified when so required;
  - b. The authorized Proposal form furnished by the Contracting Agency is not used or is altered;
  - c. The completed Proposal form contains any unauthorized additions, deletions, alternate Bids, or conditions;
  - d. The Bidder adds provisions reserving the right to reject or accept the award, or enter into the Contract;
  - e. A price per unit cannot be determined from the Bid Proposal;
  - f. The Proposal form is not properly executed;
  - g. The Bidder fails to submit or properly complete a Subcontractor list, if applicable, as required in Section 1-02.6;
  - h. The Bidder fails to submit or properly complete an Disadvantaged Business Enterprise Certification, if applicable, as required in Section 1-02.6;
  - i. The Bidder fails to submit written confirmation from each DBE firm listed on the Bidder's completed DBE Utilization Certification that they are in agreement with the bidder's DBE participation commitment, if applicable, as required in Section 1-02.6, or if the written confirmation that is submitted fails to meet the requirements of the Special Provisions;
  - j. The Bidder fails to submit DBE Good Faith Effort documentation, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to demonstrate that a Good Faith Effort to meet the Condition of Award was made;
  - k. The Bidder fails to submit a DBE Bid Item Breakdown form, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to meet the requirements of the Special Provisions;
  - l. The Bidder fails to submit DBE Trucking Credit Forms, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to meet the requirements of the Special Provisions;
  - m. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation; or
  - n. More than one Proposal is submitted for the same project from a Bidder under the same or different names.
  
2. A Proposal may be considered irregular and may be rejected if:
  - a. The Proposal does not include a unit price for every Bid item;

- b. Any of the unit prices are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the Contracting Agency;
- c. Receipt of Addenda is not acknowledged;
- d. A member of a joint venture or partnership and the joint venture or partnership submit Proposals for the same project (in such an instance, both Bids may be rejected); or
- e. If Proposal form entries are not made in ink.

**1-02.14 Disqualification of Bidders**  
***(May 17, 2018 APWA GSP, OPTION B)***

Delete this section and replace it with the following:

A Bidder will be deemed not responsible if the Bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350(1), as amended; or does not meet Supplemental Criteria 1-7 listed in this Section.

Contracting Agency will verify that the Bidder meets the mandatory bidder responsibility criteria in RCW 39.04.350(1), and Supplemental Criteria 1-2. Evidence that the Bidder meets Supplemental Criteria 3-7 shall be provided by the Bidder as stated later in this Section.

**1. Delinquent State Taxes**

- A. Criterion: The Bidder shall not owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department of Revenue.
- B. Documentation: The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Contracting Agency) that the Bidder does not owe delinquent taxes to the Washington State Department of Revenue, or if delinquent taxes are owed to the Washington State Department of Revenue, the Bidder must submit a written payment plan approved by the Department of Revenue, to the Contracting Agency by the deadline listed below.

**2. Federal Debarment**

- A. Criterion: The Bidder shall not currently be debarred or suspended by the Federal government.
- B. Documentation: The Bidder shall not be listed as having an "active exclusion" on the U.S. government's "System for Award Management" database ([www.sam.gov](http://www.sam.gov)).

**3. Subcontractor Responsibility**

- A. Criterion: The Bidder's standard subcontract form shall include the subcontractor responsibility language required by RCW 39.06.020, and the Bidder shall have an established procedure which it utilizes to validate the responsibility of each of its subcontractors. The Bidder's subcontract form shall also include a requirement that each of its subcontractors shall have and document a similar procedure to determine whether the sub-tier subcontractors with whom it contracts are also "responsible" subcontractors as defined by RCW 39.06.020.

B. Documentation: The Bidder, if and when required as detailed below, shall submit a copy of its standard subcontract form for review by the Contracting Agency, and a written description of its procedure for validating the responsibility of subcontractors with which it contracts.

4. **Claims Against Retainage and Bonds**

A. Criterion: The Bidder shall not have a record of excessive claims filed against the retainage or payment bonds for public works projects in the three years prior to the bid submittal date, that demonstrate a lack of effective management by the Bidder of making timely and appropriate payments to its subcontractors, suppliers, and workers, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Contracting Agency.

B. Documentation: The Bidder, if and when required as detailed below, shall submit a list of the public works projects completed in the three years prior to the bid submittal date that have had claims against retainage and bonds and include for each project the following information:

- Name of project
- The owner and contact information for the owner;
- A list of claims filed against the retainage and/or payment bond for any of the projects listed;
- A written explanation of the circumstances surrounding each claim and the ultimate resolution of the claim.

5. **Public Bidding Crime**

A. Criterion: The Bidder and/or its owners shall not have been convicted of a crime involving bidding on a public works contract in the five years prior to the bid submittal date.

B. Documentation: The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Contracting Agency) that the Bidder and/or its owners have not been convicted of a crime involving bidding on a public works contract.

6. **Termination for Cause / Termination for Default**

A. Criterion: The Bidder shall not have had any public works contract terminated for cause or terminated for default by a government agency in the five years prior to the bid submittal date, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Contracting Agency.

B. Documentation: The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Contracting Agency) that the Bidder has not had any public works contract terminated for cause or terminated for default by a government agency in the five years prior to the bid submittal date; or if Bidder was terminated, describe the circumstances. .

7. **Lawsuits**

- A. Criterion: The Bidder shall not have lawsuits with judgments entered against the Bidder in the five years prior to the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Contracting Agency
- B. Documentation: The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Contracting Agency) that the Bidder has not had any lawsuits with judgments entered against the Bidder in the five years prior to the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts, or shall submit a list of all lawsuits with judgments entered against the Bidder in the five years prior to the bid submittal date, along with a written explanation of the circumstances surrounding each such lawsuit. The Contracting Agency shall evaluate these explanations to determine whether the lawsuits demonstrate a pattern of failing to meet of terms of construction related contracts

As evidence that the Bidder meets the Supplemental Criteria stated above, the apparent low Bidder must submit to the Contracting Agency by 12:00 P.M. (noon) of the second business day following the bid submittal deadline, a written statement verifying that the Bidder meets the supplemental criteria together with supporting documentation (sufficient in the sole judgment of the Contracting Agency) demonstrating compliance with the Supplemental Criteria. The Contracting Agency reserves the right to request further documentation as needed from the low Bidder and documentation from other Bidders as well to assess Bidder responsibility and compliance with all bidder responsibility criteria. The Contracting Agency also reserves the right to obtain information from third-parties and independent sources of information concerning a Bidder's compliance with the mandatory and supplemental criteria, and to use that information in their evaluation. The Contracting Agency may consider mitigating factors in determining whether the Bidder complies with the requirements of the supplemental criteria.

The basis for evaluation of Bidder compliance with these mandatory and supplemental criteria shall include any documents or facts obtained by Contracting Agency (whether from the Bidder or third parties) including but not limited to: (i) financial, historical, or operational data from the Bidder; (ii) information obtained directly by the Contracting Agency from others for whom the Bidder has worked, or other public agencies or private enterprises; and (iii) any additional information obtained by the Contracting Agency which is believed to be relevant to the matter.

If the Contracting Agency determines the Bidder does not meet the bidder responsibility criteria above and is therefore not a responsible Bidder, the Contracting Agency shall notify the Bidder in writing, with the reasons for its determination. If the Bidder disagrees with this determination, it may appeal the determination within two (2) business days of the Contracting Agency's determination by presenting its appeal and any additional information to the Contracting Agency. The Contracting Agency will consider the appeal and any additional information before issuing its final determination. If the final determination affirms that the Bidder is not responsible, the Contracting Agency will not execute a contract with any other Bidder until at least two business days after the Bidder

determined to be not responsible has received the Contracting Agency's final determination.

Request to Change Supplemental Bidder Responsibility Criteria Prior To Bid: Bidders with concerns about the relevancy or restrictiveness of the Supplemental Bidder Responsibility Criteria may make or submit requests to the Contracting Agency to modify the criteria. Such requests shall be in writing, describe the nature of the concerns, and propose specific modifications to the criteria. Bidders shall submit such requests to the Contracting Agency no later than five (5) business days prior to the bid submittal deadline and address the request to the Project Engineer or such other person designated by the Contracting Agency in the Bid Documents.

## **1-03 AWARD AND EXECUTION OF CONTRACT**

### **1-03.1 Consideration of Bids** ***(January 23, 2006 APWA GSP)***

Revise the first paragraph to read:

After opening and reading proposals, the Contracting Agency will check them for correctness of extensions of the prices per unit and the total price. If a discrepancy exists between the price per unit and the extended amount of any bid item, the price per unit will control. If a minimum bid amount has been established for any item and the bidder's unit or lump sum price is less than the minimum specified amount, the Contracting Agency will unilaterally revise the unit or lump sum price, to the minimum specified amount and recalculate the extension. The total of extensions, corrected where necessary, including sales taxes where applicable and such additives and/or alternates as selected by the Contracting Agency, will be used by the Contracting Agency for award purposes and to fix the Awarded Contract Price amount and the amount of the contract bond.

### **1-03.1(1) Identical Bid Totals** ***(January 4, 2016 APWA GSP)***

Revise this section to read:

After opening Bids, if two or more lowest responsive Bid totals are exactly equal, then the tie-breaker will be the Bidder with an equal lowest bid, that proposed to use the highest percentage of recycled materials in the Project, per the form submitted with the Bid Proposal. If those percentages are also exactly equal, then the tie-breaker will be determined by drawing as follows: Two or more slips of paper will be marked as follows: one marked "Winner" and the other(s) marked "unsuccessful." The slips will be folded to make the marking unseen. The slips will be placed inside a box. One authorized representative of each Bidder shall draw a slip from the box. Bidders shall draw in alphabetic order by the name of the firm as registered with the Washington State Department of Licensing. The slips shall be unfolded and the firm with the slip marked "Winner" will be determined to be the successful Bidder and eligible for Award of the Contract. Only those Bidders who submitted a Bid total that is exactly equal to the lowest responsive Bid, and with a proposed recycled materials percentage that is exactly equal to the highest proposed recycled materials amount, are eligible to draw.

### **1-03.3 Execution of Contract** ***(January 19, 2022 APWA GSP)***

CITY OF FEDERAL WAY

ADAPTIVE TRAFFIC SIGNAL CONTROL –  
CITY CENTER – PHASE 2  
PROJECT #36233

SP-14

Revise this section to read:

Within 3 calendar days of Award date (not including Saturdays, Sundays, and Holidays), the successful Bidder shall provide the information necessary to execute the Contract to the Contracting Agency. The Bidder shall send the contact information, including the full name, email address, and phone number, for the authorized signer and bonding agent to the Contracting Agency.

Copies of the Contract Provisions, including the unsigned Form of Contract, will be available for signature by the successful bidder on the first business day following award. The number of copies to be executed by the Contractor will be determined by the Contracting Agency.

Within 20 calendar days after the award date, the successful bidder shall return the signed Contracting Agency-prepared contract, an insurance certification as required by Section 1-07.18, and a satisfactory bond as required by law and Section 1-03.4, the Transfer of Coverage form for the Construction Stormwater General Permit with sections I, III, and VIII completed when provided. Before execution of the contract by the Contracting Agency, the successful bidder shall provide any pre-award information the Contracting Agency may require under Section 1-02.15.

Until the Contracting Agency executes a contract, no proposal shall bind the Contracting Agency nor shall any work begin within the project limits or within Contracting Agency-furnished sites. The Contractor shall bear all risks for any work begun outside such areas and for any materials ordered before the contract is executed by the Contracting Agency.

If the bidder experiences circumstances beyond their control that prevents return of the contract documents within the calendar days after the award date stated above, the Contracting Agency may grant up to a maximum of 5 additional calendar days for return of the documents, provided the Contracting Agency deems the circumstances warrant it.

**1-03.4 Contract Bond**  
**(July 23, 2015 APWA GSP)**

Delete the first paragraph and replace it with the following:

The successful bidder shall provide executed payment and performance bond(s) for the full contract amount. The bond may be a combined payment and performance bond; or be separate payment and performance bonds. In the case of separate payment and performance bonds, each shall be for the full contract amount. The bond(s) shall:

1. Be on Contracting Agency-furnished form(s);
2. Be signed by an approved surety (or sureties) that:
  - a. Is registered with the Washington State Insurance Commissioner, and
  - b. Appears on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner,
3. Guarantee that the Contractor will perform and comply with all obligations, duties, and conditions under the Contract, including but not

limited to the duty and obligation to indemnify, defend, and protect the Contracting Agency against all losses and claims related directly or indirectly from any failure:

- a. Of the Contractor (or any of the employees, subcontractors, or lower tier subcontractors of the Contractor) to faithfully perform and comply with all contract obligations, conditions, and duties, or
  - b. Of the Contractor (or the subcontractors or lower tier subcontractors of the Contractor) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, material person, or any other person who provides supplies or provisions for carrying out the work;
4. Be conditioned upon the payment of taxes, increases, and penalties incurred on the project under titles 50, 51, and 82 RCW; and
  5. Be accompanied by a power of attorney for the Surety's officer empowered to sign the bond; and
  6. Be signed by an officer of the Contractor empowered to sign official statements (sole proprietor or partner). If the Contractor is a corporation, the bond(s) must be signed by the president or vice president, unless accompanied by written proof of the authority of the individual signing the bond(s) to bind the corporation (i.e., corporate resolution, power of attorney, or a letter to such effect signed by the president or vice president).

**1-03.7 Judicial Review**  
***(November 30, 2018 APWA GSP)***

Revise this section to read:

Any decision made by the Contracting Agency regarding the Award and execution of the Contract or Bid rejection shall be conclusive subject to the scope of judicial review permitted under Washington Law. Such review, if any, shall be timely filed in the Superior Court of the county where the Contracting Agency headquarters is located, provided that where an action is asserted against a county, RCW 36.01.050 shall control venue and jurisdiction.

**1-04.2 Coordination of Contract Documents, Plans, Special Provisions, Specifications, and Addenda**

***(January 10, 2022, WSDOT GSP, OPTION 1)***

Section 1-04.2 is supplemented with the following:

This specification applies to project documentation and correspondence that occurs after execution of the Contract. The Contractor shall submit all project documentation and correspondence for this Contract in electronic format utilizing the WSDOT Unifier system. Documents that are received by means other than the WSDOT Unifier system will be rejected, except as allowed by this special provision or specifically approved by the Engineer.

The Engineer may reject documents that are deemed unsuitable. This includes documents that are illegible, unreadable, locked, etc. Forms that require further information from WSDOT must be unlocked.

The Contractor shall submit a Unifier Access Request Form (WSDOT Form 134-092) designating all individuals requiring access to WSDOT Unifier no later than 5 days following Contract Award. Training for WSDOT Unifier will be provided by WSDOT at no cost to the Contractor.

All signed documents shall be in PDF format and will require an electronic signature. An electronic signature is defined as a symbol, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record. All signed documents shall be in PDF format.

WSDOT has provided an application to be used to apply electronic signatures to the following documents:

Change Orders that are not Minor Change Orders  
421-009 Release – Retained Percentage (Except Landscaping)  
134-146 Final Contract Voucher Certificate

When the Contract specifies that documentation is to be submitted through other web-based systems, such as the Diversity Management and Compliance System, or email addresses, the Contractor shall utilize those systems and email addresses accordingly.

All costs for submitting project documentation electronically shall be included in the Contract prices for the Bid items of Work involved.

#### **1-04.4 Changes**

***(January 19, 2022 APWA GSP)***

The first two sentences of the last paragraph of Section 1-04.4 are deleted.

#### **1-05 CONTROL OF WORK**

##### **1-05.7 Removal of Defective and Unauthorized Work**

***(October 1, 2005 APWA GSP)***

Supplement this section with the following:

If the Contractor fails to remedy defective or unauthorized work within the time specified in a written notice from the Engineer, or fails to perform any part of the work required by the Contract Documents, the Engineer may correct and remedy such work as may be identified in the written notice, with Contracting Agency forces or by such other means as the Contracting Agency may deem necessary.

If the Contractor fails to comply with a written order to remedy what the Engineer determines to be an emergency situation, the Engineer may have the defective and unauthorized work corrected immediately, have the rejected work removed and replaced, or have work the Contractor refuses to perform completed by using Contracting Agency or other forces. An emergency situation is any situation when, in the opinion of the Engineer, a delay in its remedy could be potentially unsafe, or might cause serious risk of loss or damage to the public.

Direct or indirect costs incurred by the Contracting Agency attributable to correcting and remedying defective or unauthorized work, or work the Contractor failed or refused to perform, shall be paid by the Contractor. Payment will be deducted by the Engineer from monies due, or to become due, the Contractor. Such direct and indirect costs shall include in particular, but without limitation, compensation for additional professional services required, and costs for repair and replacement of work of others destroyed or damaged by correction, removal, or replacement of the Contractor's unauthorized work.

No adjustment in Contract time or compensation will be allowed because of the delay in the performance of the work attributable to the exercise of the Contracting Agency's rights provided by this section.

The rights exercised under the provisions of this section shall not diminish the Contracting Agency's right to pursue any other avenue for additional remedy or damages with respect to the Contractor's failure to perform the work as required.

**1-05.11 Final Inspection**  
***(October 1, 2005 APWA GSP)***

Delete this section and replace it with the following:

**1-05.11 Final Inspections and Operational Testing**

**1-05.11(1) Substantial Completion Date**

When the Contractor considers the work to be substantially complete, the Contractor shall so notify the Engineer and request the Engineer establish the Substantial Completion Date. The Contractor's request shall list the specific items of work that remain to be completed in order to reach physical completion. The Engineer will schedule an inspection of the work with the Contractor to determine the status of completion. The Engineer may also establish the Substantial Completion Date unilaterally.

If, after this inspection, the Engineer concurs with the Contractor that the work is substantially complete and ready for its intended use, the Engineer, by written notice to the Contractor, will set the Substantial Completion Date. If, after this inspection the Engineer does not consider the work substantially complete and ready for its intended use, the Engineer will, by written notice, so notify the Contractor giving the reasons therefore.

Upon receipt of written notice concurring in or denying substantial completion, whichever is applicable, the Contractor shall pursue vigorously, diligently and without unauthorized interruption, the work necessary to reach Substantial and Physical Completion. The Contractor shall provide the Engineer with a revised schedule indicating when the Contractor expects to reach substantial and physical completion of the work.

The above process shall be repeated until the Engineer establishes the Substantial Completion Date and the Contractor considers the work physically complete and ready for final inspection.

**1-05.11(2) Final Inspection and Physical Completion Date**

When the Contractor considers the work physically complete and ready for final inspection, the Contractor by written notice, shall request the Engineer to schedule a final inspection. The Engineer will set a date for final inspection. The Engineer and the Contractor will then make a final inspection and the Engineer will notify the Contractor in writing of all particulars in which the final inspection reveals the work incomplete or unacceptable. The Contractor shall immediately take such corrective measures as are necessary to remedy the listed deficiencies. Corrective work shall be pursued vigorously, diligently, and without interruption until physical completion of the listed deficiencies. This process will continue until the Engineer is satisfied the listed deficiencies have been corrected.

If action to correct the listed deficiencies is not initiated within 7 days after receipt of the written notice listing the deficiencies, the Engineer may, upon written notice to the Contractor, take whatever steps are necessary to correct those deficiencies pursuant to Section 1-05.7.

The Contractor will not be allowed an extension of Contract time because of a delay in the performance of the work attributable to the exercise of the Engineer's right hereunder.

Upon correction of all deficiencies, the Engineer will notify the Contractor and the Contracting Agency, in writing, of the date upon which the work was considered physically complete. That date shall constitute the Physical Completion Date of the Contract, but shall not imply acceptance of the work or that all the obligations of the Contractor under the Contract have been fulfilled.

**1-05.11(3) Operational Testing**

It is the intent of the Contracting Agency to have at the Physical Completion Date a complete and operable system. Therefore when the work involves the installation of machinery or other mechanical equipment; street lighting, electrical distribution or signal systems; irrigation systems; buildings; or other similar work it may be desirable for the Engineer to have the Contractor operate and test the work for a period of time after final inspection but prior to the physical completion date. Whenever items of work are listed in the Contract Provisions for operational testing they shall be fully tested under operating conditions for the time period specified to ensure their acceptability prior to the Physical Completion Date. During and following the test period, the Contractor shall correct any items of workmanship, materials, or equipment which prove faulty, or that are not in first class operating condition. Equipment, electrical controls, meters, or other devices and equipment to be tested during this period shall be tested under the observation of the Engineer, so that the Engineer may determine their suitability for the purpose for which they were installed. The Physical Completion Date cannot be established until testing and corrections have been completed to the satisfaction of the Engineer.

The costs for power, gas, labor, material, supplies, and everything else needed to successfully complete operational testing, shall be included in the unit Contract prices related to the system being tested, unless specifically set forth otherwise in the Proposal.

Operational and test periods, when required by the Engineer, shall not affect a manufacturer's guaranties or warranties furnished under the terms of the Contract.

**1-05.12 Final Acceptance**  
***(April 12, 2019 CFW GSP)***

Delete the third and fourth sentences in the first paragraph and replace it with the following:

Final acceptance date of the work shall be the date the Federal Way City Council accepts the project as complete.

**1-05.13 Superintendents, Labor and Equipment of Contractor**  
***(August 14, 2013 APWA GSP)***

Delete the sixth and seventh paragraphs of this section.

**1-05.14 Cooperation with Other Contractors**  
***(March 13, 1995 WSDOT GSP, OPTION 1)***

Section 1-05.14 is supplemented with the following:

**Other Contracts or Other Work**

It is anticipated that the following work adjacent to or within the limits of this project will be performed by others during the course of this project and will require coordination of the work:

- Federal Way Link Extension

**1-05.15 Method of Serving Notices**  
***(March 25, 2009 APWA GSP)***

Revise the second paragraph to read:

All correspondence from the Contractor shall be directed to the Project Engineer. All correspondence from the Contractor constituting any notification, notice of protest, notice of dispute, or other correspondence constituting notification required to be furnished under the Contract, must be in paper format, hand delivered or sent via mail delivery service to the Project Engineer's office. Electronic copies such as e-mails or electronically delivered copies of correspondence will not constitute such notice and will not comply with the requirements of the Contract.

Add the following new section:

**1-05.16 Water and Power**  
***(October 1, 2005 APWA GSP)***

The Contractor shall make necessary arrangements, and shall bear the costs for power and water necessary for the performance of the work, unless the Contract includes power and water as a pay item.

**1-06 CONTROL OF MATERIAL**

***(August 6, 2012, WSDOT GSP, OPTION 1(A))***

Section 1-06 is supplemented with the following:

**Buy America**

In accordance with Buy America requirements contained in 23 CFR 635.410, the major quantities of steel and iron construction material that is permanently incorporated into the project shall consist of American-made materials only. Buy America does not apply to temporary steel items, e.g., temporary sheet piling, temporary bridges, steel scaffolding and falsework.

Minor amounts of foreign steel and iron may be utilized in this project provided the cost of the foreign material used does not exceed one-tenth of one percent of the total contract cost or \$2,500.00, whichever is greater.

American-made material is defined as material having all manufacturing processes occurring domestically. To further define the coverage, a domestic product is a manufactured steel material that was produced in one of the 50 States, the District of Columbia, Puerto Rico, or in the territories and possessions of the United States.

If domestically produced steel billets or iron ingots are exported outside of the area of coverage, as defined above, for any manufacturing process then the resulting product does not conform to the Buy America requirements. Additionally, products manufactured domestically from foreign source steel billets or iron ingots do not conform to the Buy America requirements because the initial melting and mixing of alloys to create the material occurred in a foreign country.

Manufacturing begins with the initial melting and mixing, and continues through the coating stage. Any process which modifies the chemical content, the physical size or shape, or the final finish is considered a manufacturing process. The processes include rolling, extruding, machining, bending, grinding, drilling, welding, and coating. The action of applying a coating to steel or iron is deemed a manufacturing process. Coating includes epoxy coating, galvanizing, aluminizing, painting, and any other coating that protects or enhances the value of steel or iron. Any process from the original reduction from ore to the finished product constitutes a manufacturing process for iron.

Due to a nationwide waiver, Buy America does not apply to raw materials (iron ore and alloys), scrap (recycled steel or iron), and pig iron or processed, pelletized, and reduced iron ore.

The following are considered to be steel manufacturing processes:

1. Production of steel by any of the following processes:
  - a. Open hearth furnace.
  - b. Basic oxygen
  - c. Electric furnace.
  - d. Direct reduction.
2. Rolling, heat treating, and any other similar processing.
3. Fabrication of the products.
  - a. Spinning wire into cable or strand.
  - b. Corrugating and rolling into culverts.
  - c. Shop fabrication.

A certification of materials origin will be required for any items comprised of, or containing, steel or iron construction materials prior to such items being incorporated into the permanent work. The certification shall be on DOT Form 350-109EF provided by the

Engineer, or such other form the Contractor chooses, provided it contains the same information as DOT Form 350-109EF.

**1-06.6 Recycled Materials**  
***(January 4, 2016 APWA GSP)***

Delete this section, including its subsections, and replace it with the following:

The Contractor shall make their best effort to utilize recycled materials in the construction of the project. Approval of such material use shall be as detailed elsewhere in the Standard Specifications.

Prior to Physical Completion the Contractor shall report the quantity of recycled materials that were utilized in the construction of the project for each of the items listed in Section 9-03.21. The report shall include hot mix asphalt, recycled concrete aggregate, recycled glass, steel furnace slag and other recycled materials (e.g. utilization of on-site material and aggregates from concrete returned to the supplier). The Contractor's report shall be provided on DOT form 350-075 Recycled Materials Reporting.

**1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC**

**1-07.1 Laws to be Observed**  
***(October 1, 2005 APWA GSP)***

Supplement this section with the following:

In cases of conflict between different safety regulations, the more stringent regulation shall apply.

The Washington State Department of Labor and Industries shall be the sole and paramount administrative agency responsible for the administration of the provisions of the Washington Industrial Safety and Health Act of 1973 (WISHA).

The Contractor shall maintain at the project site office, or other well-known place at the project site, all articles necessary for providing first aid to the injured. The Contractor shall establish, publish, and make known to all employees, procedures for ensuring immediate removal to a hospital, or doctor's care, persons, including employees, who may have been injured on the project site. Employees should not be permitted to work on the project site before the Contractor has established and made known procedures for removal of injured persons to a hospital or a doctor's care.

The Contractor shall have sole responsibility for the safety, efficiency, and adequacy of the Contractor's Plant, appliances, and methods, and for any damage or injury resulting from their failure, or improper maintenance, use, or operation. The Contractor shall be solely and completely responsible for the conditions of the project site, including safety for all persons and property in the performance of the work. This requirement shall apply continuously, and not be limited to normal working hours. The required or implied duty of the Engineer to conduct construction review of the Contractor's performance does not, and shall not, be intended to include review and adequacy of the Contractor's safety measures in, on, or near the project site.

Section 1-07.1 is supplemented with the following:  
***(April 3, 2006 WSDOT GSP, OPTION 3)***

**CITY OF FEDERAL WAY**

**ADAPTIVE TRAFFIC SIGNAL CONTROL –  
CITY CENTER – PHASE 2  
PROJECT #36233**

**SP-22**

### ***Confined Space***

Confined spaces are known to exist at the following locations:

Existing storm drainage, sanitary sewer, and other utility systems, vaults, and structures, along with all new similar new construction items that meet the requirements of WAC 296-809-100.

The Contractor shall be fully responsible for the safety and health of all on-site workers and compliant with Washington Administrative Code (WAC 296-809).

The Contractor shall prepare and implement a confined space program for each of the confined spaces identified above. The Contractors Confined Space program shall be sent to the contracting agency at least 30 days prior to the Contractor beginning work in or adjacent to the confined space. No work shall be performed in or adjacent to the confined space until the plan is submitted to the Engineer as required. The Contractor shall communicate with the Engineer to ensure a coordinated effort for providing and maintaining a safe worksite for both the Contracting Agency's and Contractor's workers when working in or near a confined space.

All costs to prepare and implement the confined space program shall be included in the bid prices for the various items associated with the confined space work.

### **1-07.1(2) Health and Safety**

Section 1-07.1(2) is supplemented with the following:

*(September 27, 2021, WSDOT GSP)*

#### **Governor's Proclamation 20-05/21-14**

The Contractor, by submitting its Bid, agrees that it will comply with Governor's Proclamations 20-05 as amended and 21-14 as amended, regarding COVID-19 Vaccination Requirements, and that it will require its workers, service providers, subcontractors, suppliers, and their workers to comply as well. Furthermore, prior to starting Work, the Contractor shall provide a Vaccine Declaration form (WSDOT 8 Form #271-050).

The Proclamations are available at: <https://www.governor.wa.gov/office-governor/official-actions/proclamations>

All costs related to the Governor's Proclamations shall be considered included with 14 or incidental to other Bid items.

### **1-07.2 State Taxes**

Delete this section, including its sub-sections, in its entirety and replace it with the following:

#### **1-07.2 State Sales Tax**

*(June 27, 2011 APWA GSP)*

The Washington State Department of Revenue has issued special rules on the State sales tax. Sections 1-07.2(1) through 1-07.2(3) are meant to clarify those rules. The Contractor should contact the Washington State Department of Revenue for answers to questions in this area. The Contracting Agency will not adjust its payment if the Contractor bases a Bid on a misunderstood tax liability.

The Contractor shall include all Contractor-paid taxes in the unit Bid prices or other Contract amounts. In some cases, however, state retail sales tax will not be included. Section 1-07.2(2) describes this exception.

The Contracting Agency will pay the retained percentage (or release the Contract Bond if a FHWA-funded Project) only if the Contractor has obtained from the Washington State Department of Revenue a certificate showing that all Contract-related taxes have been paid (RCW 60.28.051). The Contracting Agency may deduct from its payments to the Contractor any amount the Contractor may owe the Washington State Department of Revenue, whether the amount owed relates to this Contract or not. Any amount so deducted will be paid into the proper State fund.

**1-07.2(1) State Sales Tax — Rule 171**

WAC 458-20-171, and its related rules, apply to building, repairing, or improving streets, roads, etc., which are owned by a municipal corporation, or political subdivision of the state, or by the United States, and which are used primarily for foot or vehicular traffic. This includes storm or combined sewer systems within and included as a part of the street or road drainage system and power lines when such are part of the roadway lighting system. For work performed in such cases, the Contractor shall include Washington State Retail Sales Taxes in the various unit Bid item prices, or other Contract amounts, including those that the Contractor pays on the purchase of the materials, equipment, or supplies used or consumed in doing the work.

**1-07.2(2) State Sales Tax — Rule 170**

WAC 458-20-170, and its related rules, apply to the constructing and repairing of new or existing buildings, or other structures, upon real property. This includes, but is not limited to, the construction of streets, roads, highways, etc., owned by the state of Washington; water mains and their appurtenances; sanitary sewers and sewage disposal systems unless such sewers and disposal systems are within, and a part of, a street or road drainage system; telephone, telegraph, electrical power distribution lines, or other conduits or lines in or above streets or roads, unless such power lines become a part of a street or road lighting system; and installing or attaching of any article of tangible personal property in or to real property, whether or not such personal property becomes a part of the realty by virtue of installation.

For work performed in such cases, the Contractor shall collect from the Contracting Agency, retail sales tax on the full Contract price. The Contracting Agency will automatically add this sales tax to each payment to the Contractor. For this reason, the Contractor shall not include the retail sales tax in the unit Bid item prices, or in any other Contract amount subject to Rule 170, with the following exception.

Exception: The Contracting Agency will not add in sales tax for a payment the Contractor or a subcontractor makes on the purchase or rental of tools, machinery, equipment, or consumable supplies not integrated into the project. Such sales taxes shall be included in the unit Bid item prices or in any other Contract amount.

### **1-07.2(3) Services**

The Contractor shall not collect retail sales tax from the Contracting Agency on any Contract wholly for professional or other services (as defined in Washington State Department of Revenue Rules 138 and 244).

### **1-07.7 Load Limits**

#### ***(March 13, 1995 WSDOT GSP, OPTION 6)***

Section 1-07.7 is supplemented with the following:

If the sources of materials provided by the Contractor necessitate hauling over roads other than State Highways, the Contractor shall, at the Contractor's expense, make all arrangements for the use of the haul routes.

### **1-07.9 Wages**

#### **1-07.9(1) General**

##### ***(January 10, 2022 WSDOT GSP, OPTION 1)***

Section 1-07.9(1) is supplemented with the following:

The Federal wage rates incorporated in this contract have been established by the Secretary of Labor under United States Department of Labor General Decision No. WA20220001.

The State rates incorporated in this contract are applicable to all construction activities associated with this contract.

#### **1-07.9(2) Posting Notices**

##### ***(January 10, 2022 WSDOT GSP, OPTION 1.2023)***

Item number 11 in Section 1-07.9(2) is revised to read:

11. F700-074-000-**Your Rights as a Worker in Washington State** by Washington State Department of Labor and Industries (L&I). Post on all projects.

#### **1-07.9(5) Required Documents**

##### ***(January 3, 2020 APWA GSP)***

Delete this section and replace it with the following:

##### **General**

All "Statements of Intent to Pay Prevailing Wages", "Affidavits of Wages Paid" and Certified Payrolls, including a signed Statement of Compliance for Federal-aid projects, shall be submitted to the Engineer using the State L&I online Prevailing Wage Intent & Affidavit (PWIA) system.

##### **Intents and Affidavits**

On forms provided by the Industrial Statistician of State L&I, the Contractor shall submit to the Engineer the following for themselves and for each firm covered under RCW 39.12 that will or has provided Work and materials for the Contract:

1. The approved "Statement of Intent to Pay Prevailing Wages" State L&I's form number F700-029-000. The Contracting Agency will make no payment under this Contract until this statement has been approved by State L&I and reviewed by the Engineer.

2. The approved "Affidavit of Prevailing Wages Paid", State L&I's form F700-007-000. The Contracting Agency will not grant Completion until all approved Affidavit of Wages paid for the Contractor and all Subcontractors have been received by the Engineer. The Contracting Agency will not release to the Contractor any funds retained under RCW 60.28.011 until "Affidavit of Prevailing Wages Paid" forms have been approved by State L&I and all of the approved forms have been submitted to the Engineer for every firm that worked on the Contract.

The Contractor is responsible for requesting these forms from State L&I and for paying any fees required by State L&I.

**Certified Payrolls**

Certified payrolls are required to be submitted by the Contractor for themselves, all Subcontractors and all lower tier subcontractors. The payrolls shall be submitted weekly on all Federal-aid projects and no less than monthly on State funded projects.

**Penalties for Noncompliance**

The Contractor is advised, if these payrolls are not supplied within the prescribed deadlines, any or all payments may be withheld until compliance is achieved. In addition, failure to provide these payrolls may result in other sanctions as provided by State laws (RCW 39.12.050) and/or Federal regulations (29 CFR 5.12).

**1-07.11 Requirements for Nondiscrimination**  
**(September 3, 2019 WSDOT GSP, OPTION 1)**

Section 1-07.11 is supplemented with the following:

Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)

1. The Contractor's attention is called to the Equal Opportunity Clause and the Standard Federal Equal Employment Opportunity Construction Contract Specifications set forth herein.
2. The goals and timetables for minority and female participation set by the Office of Federal Contract Compliance Programs, expressed in percentage terms for the Contractor's aggregate work force in each construction craft and in each trade on all construction work in the covered area, are as follows:

Women - Statewide

<u>Timetable</u>	<u>Goal</u>
Until further notice	6.9%

Minorities - by Standard Metropolitan Statistical Area (SMSA)

Spokane, WA:

SMSA Counties:

Spokane, WA	2.8
WA Spokane.	

Non-SMSA Counties 3.0

WA Adams; WA Asotin; WA Columbia; WA Ferry; WA Garfield; WA Lincoln, WA Pend Oreille; WA Stevens; WA Whitman.

Richland, WA:	
SMSA Counties:	
Richland Kennewick, WA	5.4
WA Benton; WA Franklin.	
Non-SMSA Counties	3.6
WA Walla Walla.	
Yakima, WA:	
SMSA Counties:	
Yakima, WA	9.7
WA Yakima.	
Non-SMSA Counties	7.2
WA Chelan; WA Douglas; WA Grant; WA Kittitas; WA Okanogan.	
Seattle, WA:	
SMSA Counties:	
Seattle Everett, WA	7.2
WA King; WA Snohomish.	
Tacoma, WA	6.2
WA Pierce.	
Non-SMSA Counties	6.1
WA Clallam; WA Grays Harbor; WA Island; WA Jefferson; WA Kitsap;	
WA Lewis; WA Mason; WA Pacific; WA San Juan; WA Skagit; WA	
Thurston; WA Whatcom.	
Portland, OR:	
SMSA Counties:	
Portland, OR-WA	4.5
WA Clark.	
Non-SMSA Counties	3.8
WA Cowlitz; WA Klickitat; WA Skamania; WA Wahkiakum.	

These goals are applicable to each nonexempt Contractor's total on-site construction workforce, regardless of whether or not part of that workforce is performing work on a Federal, or federally assisted project, contract, or subcontract until further notice. Compliance with these goals and time tables is enforced by the Office of Federal Contract compliance Programs.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, in each construction craft and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goal shall be a violation of the contract, the Executive Order and the regulations in 41

CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 or more that are Federally funded, at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the Subcontractor; employer identification number of the Subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed. The notification shall be sent to:

U.S. Department of Labor  
Office of Federal Contract Compliance Programs Pacific Region  
Attn: Regional Director  
San Francisco Federal Building  
90 – 7<sup>th</sup> Street, Suite 18-300  
San Francisco, CA 94103(415) 625-7800 Phone  
(415) 625-7799 Fax

Additional information may be found at the U.S. Department of Labor website:  
<http://www.dol.gov/ofccp/TAguides/ctaguide.htm>

4. As used in this Notice, and in the contract resulting from this solicitation, the Covered Area is as designated herein.

Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)

1. As used in these specifications:
  - a. Covered Area means the geographical area described in the solicitation from which this contract resulted;
  - b. Director means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
  - c. Employer Identification Number means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U. S. Treasury Department Form 941;
  - d. Minority includes:
    - (1) Black, a person having origins in any of the Black Racial Groups of Africa.
    - (2) Hispanic, a fluent Spanish speaking, Spanish surnamed person of Mexican, Puerto Rican, Cuban, Central American, South American, or other Spanish origin.
    - (3) Asian or Pacific Islander, a person having origins in any of the original peoples of the Pacific rim or the Pacific Islands, the Hawaiian Islands and Samoa.

- (4) American Indian or Alaskan Native, a person having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith effort to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of this Special Provision. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment

opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its action. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
  - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
  - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
  - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
  - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
  - e. Develop on-the-job training opportunity and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the U.S. Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
  - f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations;

by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

- n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
  - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
  - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of the obligations under 7a through 7p of this Special Provision provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensure that the concrete benefits of the program are reflected in the Contractor's minority and female work-force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrate the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspensions, terminations and cancellations of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties

shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of this Special Provision, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the government and to keep records. Records shall at least include, for each employee, their name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, the Contractors will not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
16. Additional assistance for Federal Construction Contractors on contracts administered by Washington State Department of Transportation or by Local Agencies may be found at:
  - Washington State Dept. of Transportation
  - Office of Equal Opportunity
  - PO Box 47314
  - 310 Maple Park Ave. SE
  - Olympia WA
  - 98504-7314
  - Ph: 360-705-7090
  - Fax: 360-705-6801
  - <http://www.wsdot.wa.gov/equalopportunity/default.htm>

**(October 1, 2020, APWA GSP, OPTION B)**

Supplement this section with the following:

**Disadvantaged Business Enterprise Participation**

The Disadvantaged Business Enterprise (DBE) requirements of 49 CFR Part 26 and USDOT's official interpretations (i.e., Questions & Answers) apply to this Contract. Demonstrating compliance with these Specifications is a Condition of Award (COA) of this Contract. Failure to comply with the requirements of this Specification may result in

your Bid being found to be nonresponsive resulting in rejection or other sanctions as provided by Contract.

### **DBE Abbreviations and Definitions**

**Broker** – A business firm that provides a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials, or supplies required for the performance of the Contract; or, persons/companies who arrange or expedite transactions.

**Certified Business Description** – Specific descriptions of work the DBE is certified to perform, as identified in the Certified Firm Directory, under the Vendor Information page.

**Certified Firm Directory** – A database of all Minority, Women, and Disadvantaged Business Enterprises currently certified by Washington State. The on-line Directory is available to Contractors for their use in identifying and soliciting interest from DBE firms. The database is located under the Firm Certification section of the Diversity Management and Compliance System web page at: <https://omwbe.diversitycompliance.com>.

**Commercially Useful Function (CUF)** – 49 CFR 26.55(c)(1) defines commercially useful function as: *“A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, you must evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors.”*

**Disadvantaged Business Enterprise (DBE)** – A business firm certified by the Washington State Office of Minority and Women’s Business Enterprises, as meeting the criteria outlined in 49 CFR 26 regarding DBE certification.

**Force Account Work** – Work measured and paid in accordance with Section 1-09.6.

**Good Faith Efforts** – Efforts to achieve the DBE COA Goal or other requirements of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement.

**Manufacturer (DBE)** – A DBE firm that operates or maintains a factory or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Contract. A DBE Manufacturer shall produce finished goods or products from raw or unfinished material or purchase and

substantially alters goods and materials to make them suitable for construction use before reselling them.

**Reasonable Fee (DBE)** – For purposes of Brokers or service providers a reasonable fee shall not exceed 5% of the total cost of the goods or services brokered.

**Regular Dealer (DBE)** – A DBE firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of a Contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a Regular Dealer, the DBE firm must be an established regular business that engages in as its principal business and in its own name the purchase and sale of the products in question. A Regular Dealer in such items as steel, cement, gravel, stone, and petroleum products need not own, operate or maintain a place of business if it both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by long-term formal lease agreements and not on an ad-hoc basis. Brokers, packagers, manufacturers' representatives, or other persons who arrange or expedite transactions shall not be regarded as Regular Dealers within the meaning of this definition.

**DBE Commitment** – The dollar amount the Bidder indicates they will be subcontracting to be applied towards the DBE Condition of Award Goal as shown on the DBE Utilization Certification Form for each DBE Subcontractor. This DBE Commitment amount will be incorporated into the Contract and shall be considered a Contract requirement. The Contractor shall utilize the COA DBEs to perform the work and supply the materials for which they are committed. Any changes to the DBE Commitment require the Engineer's prior written approval.

**DBE Condition of Award (COA) Goal** – An assigned numerical amount specified as a percentage of the Contract. Initially, this is the minimum amount that the Bidder must commit to by submission of the Utilization Certification Form and/or by Good Faith Effort (GFE).

**DBE COA Goal**

The Contracting Agency has established a DBE COA Goal for this Contract in the amount of: 11%

**Crediting DBE Participation**

Subcontractors proposed as COA must be certified prior to the due date for bids on the Contract. All non-COA DBE Subcontractors shall be certified before the subcontract on which they are participating is executed.

DBE participation is only credited upon payment to the DBE.

The following are some definitions of what may be counted as DBE participation.

### **DBE Prime Contractor**

Only take credit for that portion of the total dollar value of the Contract equal to the distinct, clearly defined portion of the Work that the DBE Prime Contractor performs with its own forces and is certified to perform.

### **DBE Subcontractor**

Only take credit for that portion of the total dollar value of the subcontract that is equal to the distinct, clearly defined portion of the Work that the DBE performs with its own forces and is certified to perform. The value of work performed by the DBE includes the cost of supplies and materials purchased by the DBE and equipment leased by the DBE, for its work on the contract. Supplies, materials or equipment obtained by a DBE that are not utilized or incorporated in the contract work by the DBE will not be eligible for DBE credit.

The supplies, materials, and equipment purchased or leased from the Contractor or its affiliate, including any Contractor's resources available to DBE subcontractors at no cost, shall not be credited.

DBE credit will not be given in instances where the equipment lease includes the operator. The DBE is expected to operate the equipment used in the performance of its work under the contract with its own forces. Situations where equipment is leased and used by the DBE, but payment is deducted from the Contractor's payment to the DBE is not allowed.

When the subcontractor is part of a DBE Commitment, the following apply:

1. If a DBE subcontracts a portion of the Work of its contract to another firm, the value of the subcontracted Work may be counted toward the DBE COA Goal only if the Lower-Tier Subcontractor is also a DBE.
2. Work subcontracted to a Lower-Tier Subcontractor that is a DBE, may be counted toward the DBE COA Goal.
3. Work subcontracted to a non-DBE does not count towards the DBE COA Goal.

### **DBE Subcontract and Lower Tier Subcontract Documents**

There must be a subcontract agreement that complies with 49 CFR Part 26 and fully describes the distinct elements of Work committed to be performed by the DBE.

### **DBE Service Provider**

The value of fees or commissions charged by a DBE firm behaving in a manner of a Broker, or another service provider for providing a bona fide service, such as professional, technical, consultant, managerial services, or for providing bonds or insurance specifically required for the performance of the contract will only be credited as DBE participation, if the fee/commission is determined by the Contracting Agency to be reasonable and the firm has performed a CUF.

### **Force Account Work**

When the Bidder elects to utilize force account Work to meet the DBE COA Goal, as demonstrated by listing this force account Work on the DBE Utilization Certification Form, for the purposes of meeting the DBE COA Goal, only 50% of the Proposal amount shall be credited toward the Bidder's Commitment to meet the DBE COA Goal.

One hundred percent of the actual amounts paid to the DBE for the force account Work shall be credited towards the DBE COA Goal or DBE participation.

### **Temporary Traffic Control**

If the DBE firm only provides "Flagging", the DBE firm must provide a Traffic Control Supervisor (TCS) and flagger, which are under the direct control of the DBE. The DBE firm shall also provide all flagging equipment for its employees (e.g. paddles, hard hats, and vests).

If the DBE firm provides "Traffic Control Services", the DBE firm must provide a TCS, flaggers, and traffic control items (e.g., cones, barrels, signs, etc.) and be in total control of all items in implementing the traffic control for the project.

### **Trucking**

DBE trucking firm participation may only be credited as DBE participation for the value of the hauling services, not for the materials being hauled unless the trucking firm is also certified as a supplier of those materials. In situations where the DBE's work is priced per ton, the value of the hauling service must be calculated separately from the value of the materials in order to determine DBE credit for hauling.

The DBE trucking firm must own and operate at least one licensed, insured and operational truck on the contract. The truck must be of the type that is necessary to perform the hauling duties required under the contract. The DBE receives credit for the value of the transportation services it provides on the Contract using trucks it owns or leases, licenses, insures, and operates with drivers it employs.

The DBE may lease additional trucks from another DBE firm. The DBE who leases additional trucks from another DBE firm receives credit for the value of the transportation services the lessee DBE provides on the Contract.

The trucking Work subcontracted to any non-DBE trucking firm will not receive credit for Work done on the project.

The DBE may lease trucks from a truck leasing company (recognized truck rental center), but can only receive credit towards DBE participation if the DBE uses its own employees as drivers.

### **DBE Manufacturer and DBE Regular Dealer**

One hundred percent (100%) of the cost of the manufactured product obtained from a DBE manufacturer may count towards the DBE COA Goal.

Sixty percent (60%) of the cost of materials or supplies purchased from a DBE Regular Dealer may be credited towards the DBE Goal. If the role of the DBE Regular Dealer is determined to be that of a Broker, then DBE credit shall be limited to the fee or commission it receives for its services. Regular Dealer status and the amount of credit is determined on a Contract-by-Contract basis.

DBE firms proposed to be used as a Regular Dealer must be approved before being listed as a COA/used on a project. The WSDOT Approved Regular Dealer list published on WSDOT's Office of Equal Opportunity (OEO) web site must include the specific project for which approval is being requested. For purposes of the DBE COA Goal participation, the Regular Dealer must submit the Regular Dealer Status Request form a minimum of five calendar days prior to bid opening.

Purchase of materials or supplies from a DBE which is neither a manufacturer nor a regular dealer, (i.e. Broker) only the fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, may count towards the DBE COA goal provided the fees are not excessive as compared with fees customarily allowed for similar services. Documentation will be required to support the fee/commission charged by the DBE. The cost of the materials and supplies themselves cannot be counted toward the DBE COA Goal.

Note: Requests to be listed as a Regular Dealer will only be processed if the requesting firm is a material supplier certified by the Office of Minority and Women's Business Enterprises in a NAICS code that falls within the 42XXXX NAICS Wholesale code section.

#### **Disadvantaged Business Enterprise Utilization**

To be eligible for award of the Contract, the Bidder shall properly complete and submit a Disadvantaged Business Enterprise (DBE) Utilization Certification with the Bidder's sealed Bid Proposal, as specified in Section 1-02.9 Delivery of Proposal. The Bidder's DBE Utilization Certification must clearly demonstrate how the Bidder intends to meet the DBE COA Goal. A DBE Utilization Certification (WSDOT Form 272-056) is included in the Proposal package for this purpose as well as instructions on how to properly fill out the form.

The Bidder is advised that the items listed below when listed in the Utilization Certification must have their amounts reduced to the percentages shown and those reduced amounts will be the amount applied towards meeting the DBE COA Goal.

- Force account at 50%
- Regular dealer at 60%

In the event of arithmetic errors in completing the DBE Utilization Certification, the amount listed to be applied towards the DBE COA Goal for each DBE shall govern and the DBE total amount shall be adjusted accordingly.

Note: The Contracting Agency shall consider as non-responsive and shall reject any Bid Proposal submitted that does not contain a DBE Utilization Certification Form that accurately demonstrates how the Bidder intends to meet the DBE COA Goal.

**Disadvantaged Business Enterprise Written Confirmation Document(s)**

The Bidder shall submit an Disadvantaged Business Enterprise (DBE) Written Confirmation Document (completed and signed by the DBE) for each DBE firm listed in the Bidder's completed DBE Utilization Certification submitted with the Bid. Failure to do so will result in the associated participation being disallowed, which may cause the Bid to be determined to be nonresponsive resulting in Bid rejection.

The Confirmation Documents provide confirmation from the DBEs that they are participating in the Contract as provided in the Bidder's Commitment. The Confirmation Documents must be consistent with the Utilization Certification.

A DBE Written Confirmation Document (form No. 422-031) is included in the Proposal package for this purpose.

The form(s) shall be received as specified in the special provisions for Section 1-02.9 Delivery of Proposal.

It is prohibited for the Bidder to require a DBE to submit a Written Confirmation Document with any part of the form left blank. Should the Contracting Agency determine that an incomplete Written Confirmation Document was signed by a DBE, the validity of the document comes into question. The associated DBE participation may not receive credit.

**Selection of Successful Bidder/Good Faith Efforts (GFE)**

The successful Bidder shall be selected on the basis of having submitted the lowest responsive Bid, which demonstrates a good faith effort to achieve the DBE COA Goal. The Contracting Agency, at any time during the selection process, may request a breakdown of the bid items and amounts that are counted towards the overall contract goal for any of the DBEs listed on the DBE Utilization Certification.

Achieving the DBE COA Goal may be accomplished in one of two ways:

1. By meeting the DBE COA Goal  
Submission of the DBE Utilization Certification, supporting DBE Written Confirmation Document(s) showing the Bidder has obtained enough DBE participation to meet or exceed the DBE COA Goal, the DBE Bid Item Breakdown and the DBE Trucking Credit Form, if applicable.
2. By documentation that the Bidder made adequate GFE to meet the DBE COA Goal  
The Bidder may demonstrate a GFE in whole or part through GFE documentation ONLY IN THE EVENT a Bidder's efforts to solicit sufficient DBE participation have been unsuccessful. The Bidder must supply GFE documentation in addition to the DBE Utilization Certification, supporting DBE Written Confirmation Document(s), the DBE Bid Item Breakdown form and the DBE Trucking Credit Form, if applicable.

Note: In the case where a Bidder is awarded the contract based on demonstrating adequate GFE, the advertised DBE COA Goal will not be reduced. The Bidder shall demonstrate a GFE during the life of the Contract to attain the advertised DBE COA Goal.

GFE documentation, the DBE Bid Item Breakdown form, and the DBE Trucking Credit Form, if applicable, shall be submitted as specified in Section 1-02.9.

The Contracting Agency will review the GFE documentation and will determine if the Bidder made an adequate good faith effort.

### **Good Faith Effort (GFE) Documentation**

GFE is evaluated when:

1. Determining award of a Contract that has COA goal,
2. When a COA DBE is terminated and substitution is required, and
3. Prior to Physical Completion when determining whether the Contractor has satisfied its DBE commitments.

49 CFR Part 26, Appendix A is intended as general guidance and does not, in itself, demonstrate adequate good faith efforts. The following is a list of types of actions, which would be considered as part of the Bidder's GFE to achieve DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

1. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the Work of the Contract. The Bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The Bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
2. Selecting portions of the Work to be performed by DBEs in order to increase the likelihood that the DBE COA Goal will be achieved. This includes, where appropriate, breaking out contract Work items into economically feasible units to facilitate DBE participation, even when the Contractor might otherwise prefer to perform these Work items with its own forces.
3. Providing interested DBEs with adequate information about the Plans, Specifications, and requirements of the Contract in a timely manner to assist them in responding to a solicitation.
  - a. Negotiating in good faith with interested DBEs. It is the Bidder's responsibility to make a portion of the Work available to DBE subcontractors and suppliers and to select those portions of the Work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such

negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the Plans and Specifications for the Work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the Work.

- b. A Bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as the DBE COA Goal into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a Bidder's failure to meet the DBE COA Goal, as long as such costs are reasonable. Also, the ability or desire of a Bidder to perform the Work of a Contract with its own organization does not relieve the Bidder of the responsibility to make Good Faith Efforts. Bidders are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
4. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The Bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the Bidder's efforts to meet the DBE COA Goal.
5. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or Bidder.
6. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
7. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, State, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.
8. Documentation of GFE must include copies of each DBE and non-DBE subcontractor quotes submitted to the Bidder when a non-DBE subcontractor is selected over a DBE for Work on the Contract. (ref. updated DBE regulations – 26.53(b)(2)(vi) & App. A)

#### **Administrative Reconsideration of GFE Documentation**

A Bidder has the right to request reconsideration if the GFE documentation submitted with their Bid was determined to be inadequate.

- The Bidder must request within 48 hours of notification of being nonresponsive or forfeit the right to reconsideration.

- The reconsideration decision on the adequacy of the Bidder's GFE documentation shall be made by an official who did not take part in the original determination.
- Only original GFE documentation submitted as a supplement to the Bid shall be considered. The Bidder shall not introduce new documentation at the reconsideration hearing.
- The Bidder shall have the opportunity to meet in person with the official for the purpose of setting forth the Bidder's position as to why the GFE documentation demonstrates a sufficient effort.
- The reconsideration official shall provide the Bidder with a written decision on reconsideration within five working days of the hearing explaining the basis for their finding.

#### **DBE Bid Item Breakdown**

The Bidder shall submit a DBE Bid Item Breakdown Form (WSDOT Form 272-054) as specified in the Special Provisions for Section 1-02.9, Delivery of Proposal.

#### **DBE Trucking Credit Form**

The Bidder shall submit a DBE Trucking Credit Form (WSDOT Form 272-058), as specified in the Special Provisions for Section 1-02.9, Delivery of Proposal.

Note: The DBE Trucking Credit Form is only required for a DBE Firm listed on the DBE Utilization Certification as a subcontractor for "Trucking" or "Hauling" and are performing a part of a bid item. For example, if the item of Work is Structure Excavation including Haul, and another firm is doing the excavation and the DBE Trucking firm is doing the haul, the form is required. For a DBE subcontractor that is responsible for an entire item of work that may require some use of trucks, the form is not required.

#### **Procedures between Award and Execution**

After Award and prior to Execution, the Contractor shall provide the additional information described below. Failure to comply shall result in the forfeiture of the Bidder's Proposal bond or deposit.

1. A list of all firms who submitted a bid or quote in attempt to participate in this project whether they were successful or not. Include the business name and mailing address.

Note: The firms identified by the Contractor may be contacted by the Contracting Agency to solicit general information as follows: age of the firm and average of its gross annual receipts over the past three-years.

#### **Procedures after Execution**

##### **Commercially Useful Function (CUF)**

The Contractor may only take credit for the payments made for Work performed by a DBE that is determined to be performing a CUF. Payment must be commensurate with the work actually performed by the DBE. This applies to all

DBEs performing Work on a project, whether or not the DBEs are COA, if the Contractor wants to receive credit for their participation. The Engineer will conduct CUF reviews to ascertain whether DBEs are performing a CUF. A DBE performs a CUF when it is carrying out its responsibilities of its contract by actually performing, managing, and supervising the Work involved. The DBE must be responsible for negotiating price; determining quality and quantity; ordering the material, installing (where applicable); and paying for the material itself. If a DBE does not perform "all" of these functions on a furnish-and-install contract, it has not performed a CUF and the cost of materials cannot be counted toward DBE COA Goal. Leasing of equipment from a leasing company is allowed. However, leasing/purchasing equipment from the Contractor is not allowed. Lease agreements shall be provided prior to the Subcontractor beginning Work. Any use of the Contractor's equipment by a DBE may not be credited as countable participation.

The DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which the funds are passed in order to obtain the appearance of DBE participation.

In order for a DBE traffic control company to be considered to be performing a CUF, the DBE must be in control of its work inclusive of supervision. The DBE shall employ a Traffic Control Supervisor who is directly involved in the management and supervision of the traffic control employees and services.

The following are some of the factors that the Engineer will use in determining whether a DBE trucking company is performing a CUF:

- The DBE shall be responsible for the management and supervision of the entire trucking operation for which it is responsible on the contract. The owner demonstrates business related knowledge, shows up on site and is determined to be actively running the business.
- The DBE shall own and operate at least one fully licensed, insured, and operational truck used on the Contract. The drivers of the trucks owned and leased by the DBE must be exclusively employed by the DBE and reflected on the DBE's payroll.
- Lease agreements for trucks shall indicate that the DBE has exclusive use of and control over the truck(s). This does not preclude the leased truck from working for others provided it is with the consent of the DBE and the lease provides the DBE absolute priority for use of the leased truck.
- Leased trucks shall display the name and identification number of the DBE.

#### **UDBE/DBE/FSBE Truck Unit Listing Log**

In addition to the subcontracting requirements of Section 1-08.1, each DBE trucking firm shall submit supplemental information consisting of a completed Primary UDBE/DBE/FSBE Truck Unit Listing Log (WSDOT Form 350-077), copy

of vehicle registrations, and all Rental/Lease agreements (if applicable). The supplemental information shall be submitted to the Engineer prior to any trucking services being performed for DBE credit. Incomplete or incorrect supplemental information will be returned for correction. The corrected Primary UDBE/DBE/FSBE Truck Unit Listing Log and any Updated Primary UDBE/DBE/FSBE Truck Unit Listing Logs shall be submitted and accepted by the Engineer no later than ten calendar days of utilizing applicable trucks. Failure to submit or update the DBE Truck Unit Listing Log may result in trucks not being credited as DBE participation.

Each DBE trucking firm shall complete a Daily UDBE/DBE/FSBE Trucking Unit Listing Log for each day that the DBE performs trucking services for DBE credit. The Daily UDBE/DBE/FSBE Trucking Unit Listing Log forms shall be submitted to the Engineer by Friday of the week after the work was performed.

### **Joint Checking**

A joint check is a check between a Subcontractor and the Contractor to the supplier of materials/supplies. The check is issued by the Contractor as payer to the Subcontractor and the material supplier jointly for items to be incorporated into the project. The DBE must release the check to the supplier, while the Contractor acts solely as the guarantor.

A joint check agreement must be approved by the Engineer and requested by the DBE involved using the DBE Joint Check Request Form (form # 272-053) prior to its use. The form must accompany the DBE Joint Check Agreement between the parties involved, including the conditions of the arrangement and expected use of the joint checks.

The approval to use joint checks and the use will be closely monitored by the Engineer. To receive DBE credit for performing a CUF with respect to obtaining materials and supplies, a DBE must "be responsible for negotiating price, determining quality and quantity, ordering the material, installing and paying for the material itself." The Contractor shall submit DBE Joint Check Request Form to the Engineer and be in receipt of written approval prior to using a joint check.

Material costs paid by the Contractor directly to the material supplier are not allowed. If proper procedures are not followed or the Engineer determines that the arrangement results in lack of independence for the DBE involved, no DBE credit will be given for the DBE's participation as it relates to the material cost.

### **Prompt Payment**

Prompt payment to all subcontractors shall be in accordance with Section 1-08.1. Prompt payment requirements apply to progress payments as well as return of retainage.

### **Subcontracts**

Prior to a DBE performing Work on the Contract, an executed subcontract between the DBE and the Contractor shall be submitted to the Engineer. The executed subcontracts shall be submitted by email to the following email address

NWRegionOEO@wsdot.wa.gov

The prime contractor shall notify the Engineer in writing within five calendar days of contract submittal.

### **Reporting**

The Contractor and all subcontractors/suppliers/service providers that utilize DBEs to perform work on the project, shall maintain appropriate records that will enable the Engineer to verify DBE participation throughout the life of the project.

Refer to Section 1-08.1 for additional reporting requirements associated with this contract.

### **Changes in COA Work Committed to DBE**

The Contractor shall utilize the COA DBEs to perform the work and supply the materials for which each is committed unless prior written approval by the Engineer is received by the Contractor. The Contractor shall not be entitled to any payment for work or material completed by the Contractor or subcontractors that was committed to be completed by the COA DBEs in the DBE Utilization Certification form.

### **Owner Initiated Changes**

In instances where the Engineer makes changes that result in changes to Work that was committed to a COA DBE the Contractor may be directed to substitute for the Work.

### **Contractor Initiated Changes**

The Contractor cannot change the scope or reduce the amount of work committed to a COA DBE without good cause. Reducing DBE Commitment is viewed as partial DBE termination, and therefore subject to the termination procedures below.

### **Original Quantity Underruns**

In the event that Work committed to a DBE firm as part of the COA underruns the original planned quantities the Contractor may be required to substitute other remaining Work to another DBE.

### **Contractor Proposed DBE Substitutions**

Requests to substitute a COA DBE must be for good cause (see DBE termination process below), and requires prior written approval of the Engineer. After receiving a termination with good cause approval, the Contractor may only replace a DBE with another certified DBE. When any changes between Contract Award and Execution result in a substitution of COA DBE, the substitute DBE shall be certified prior to the bid opening on the Contract.

### **DBE Termination**

Termination of a COA DBE (or an approved substitute DBE) is only allowed in whole or in part for good cause and with prior written approval of the Engineer. If the Contractor terminates a COA DBE without the prior written approval of the Engineer, the Contractor shall not be entitled to payment for work or material

committed to, but not performed/supplied by the COA DBE. In addition, sanctions may apply as described elsewhere in this specification.

Prior to requesting approval to terminate a COA DBE, the Contractor shall give notice in writing to the DBE with a copy to the Engineer of its intent to request to terminate DBE Work and the reasons for doing so. The DBE shall have five (5) days to respond to the Contractor's notice. The DBE's response shall either support the termination or advise the Engineer and the Contractor of the reasons it objects to the termination of its subcontract.

If the request for termination is approved, the Contractor is required to substitute with another DBE to perform at least the same amount of work as the DBE that was terminated (or provide documentation of GFE). A plan to replace the COA DBE Commitment amount shall be submitted to the Engineer within 2 days of the approval of termination. The plan to replace the Commitment shall provide the same detail as that required in the DBE Utilization Certification.

The Contractor must have good cause to terminate a COA DBE.

Good cause typically includes situations where the DBE Subcontractor is unable or unwilling to perform the work of its subcontract. Good cause may exist if:

- The DBE fails or refuses to execute a written contract.
- The DBE fails or refuses to perform the Work of its subcontract in a way consistent with normal industry standards.
- The DBE fails or refuses to meet the Contractor's reasonable nondiscriminatory bond requirements.
- The DBE becomes bankrupt, insolvent, or exhibits credit unworthiness.
- The DBE is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to federal law or applicable State law.
- The DBE is ineligible to receive DBE credit for the type of work involved.
- The DBE voluntarily withdraws from the project, and provides written notice of its withdrawal.
- The DBE's work is deemed unsatisfactory by the Engineer and not in compliance with the Contract.
- The DBE's owner dies or becomes disabled with the result that the DBE is unable to complete its Work on the Contract.

Good cause does not exist if:

- The Contractor seeks to terminate a COA DBE so that the Contractor can self-perform the Work.
- The Contractor seeks to terminate a COA DBE so the Contractor can substitute another DBE contractor or non-DBE contractor after Contract Award.
- The failure or refusal of the COA DBE to perform its Work on the subcontract results from the bad faith or discriminatory action of the Contractor (e.g., the failure of the Contractor to make timely payments or the unnecessary placing of obstacles in the path of the DBE's Work).

#### **Decertification**

When a DBE is "decertified" from the DBE program during the course of the Contract, the participation of that DBE shall continue to count as DBE participation as long as the subcontract with the DBE was executed prior to the decertification notice. The Contractor is obligated to substitute when a DBE does not have an executed subcontract agreement at the time of decertification.

#### **Consequences of Non-Compliance**

##### **Breach of Contract**

Each contract with a Contractor (and each subcontract the Contractor signs with a Subcontractor) must include the following assurance clause:

The Contractor, subrecipient, or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the Contractor from future bidding as non-responsible.

##### **Notice**

If the Contractor or any Subcontractor, Consultant, Regular Dealer, or service provider is deemed to be in non-compliance, the Contractor will be informed in writing, by certified mail by the Engineer that sanctions will be imposed for failure to meet the DBE COA Commitment and/or submit documentation of good faith efforts. The notice will state the specific sanctions to be imposed which may include impacting a Contractor or other entity's ability to participate in future contracts.

### **Sanctions**

If it is determined that the Contractor's failure to meet all or part of the DBE COA Commitment is due to the Contractor's inadequate good faith efforts throughout the life of the Contract, including failure to submit timely, required Good Faith Efforts information and documentation, the Contractor may be required to pay DBE penalty equal to the amount of the unmet Commitment, in addition to the sanctions outlined in Section 1-07.11(5).

### **Payment**

Compensation for all costs involved with complying with the conditions of this Specification and any other associated DBE requirements is included in payment for the associated Contract items of Work, except otherwise provided in the Specifications.

### **1-07.12 Federal Agency Inspection**

***(January 25, 2016 WSDOT GSP)***

Section 1-07.12 is supplemented with the following:

#### ***Required Federal Aid Provisions***

The Required Contract Provisions Federal Aid Construction Contracts (FHWA 1273) Revised May 1, 2012 and the amendments thereto supersede any conflicting provisions of the Standard Specifications and are made a part of this Contract; provided, however, that if any of the provisions of FHWA 1273, as amended, are less restrictive than Washington State Law, then the Washington State Law shall prevail.

The provisions of FHWA 1273, as amended, included in this Contract require that the Contractor insert the FHWA 1273 and amendments thereto in each Subcontract, together with the wage rates which are part of the FHWA 1273, as amended. Also, a clause shall be included in each Subcontract requiring the Subcontractors to insert the FHWA 1273 and amendments thereto in any lower tier Subcontracts, together with the wage rates. The Contractor shall also ensure that this section, REQUIRED FEDERAL AID PROVISIONS, is inserted in each Subcontract for Subcontractors and lower tier Subcontractors. For this purpose, upon request to the Engineer, the Contractor will be provided with extra copies of the FHWA 1273, the amendments thereto, the applicable wage rates, and this Special Provision.

### **1-07.16 Protection and Restoration of Property**

#### **1-07.16(2) Vegetation Protection and Restoration**

***(August 2, 2010 WSDOT GSP)***

Section 1-07.16(2) is supplemented with the following:

Vegetation and soil protection zones for trees shall extend out from the trunk to a distance of 1 foot radius for each inch of trunk diameter at breast height.

Vegetation and soil protection zones for shrubs shall extend out from the stems at ground level to twice the radius of the shrub.

Vegetation and soil protection zones for herbaceous vegetation shall extend to encompass the diameter of the plant as measured from the outer edge of the plant.

### **1-07.17 Utilities and Similar Facilities**

CITY OF FEDERAL WAY

ADAPTIVE TRAFFIC SIGNAL CONTROL –  
CITY CENTER – PHASE 2  
**PROJECT #36233**

SP-48

**(April 2, 2007 WSDOT GSP, OPTION 1)**

Section 1-07.17 is supplemented with the following:

Locations and dimensions shown in the Plans for existing facilities are in accordance with available information obtained without uncovering, measuring, or other verification.

The following addresses and telephone numbers of utility companies known or suspected of having facilities within the project limits are supplied for the Contractor's convenience.

**UTILITY CONTACTS**

**Puget Sound Energy (Power)**

Attn: Jason Airey  
3130 S 38<sup>th</sup> St  
Tacoma, WA 98409  
Telephone: (206) 348-9637

**Lumen**

Attn: Tanaiya Anderson  
23315 66<sup>th</sup> Ave S  
Kent, WA 98032  
Telephone: (253) 313-8961

**Puget Sound Energy (Gas)**

Attn: Brandon Platz  
Telephone: (425)495-4269

**Comcast**

Attn: Kyle Kinney  
410 Valley Ave NW  
Puyallup, WA 98371  
Telephone: (253) 293-3838

**Lakehaven Water & Sewer District**

Attn: Andrew Weygandt  
31627 1<sup>st</sup> Avenue S  
Federal Way, WA 98003  
Telephone: (253)945-1624

**AT&T**

Attn: Steve Duppenhaler  
11241 Willows Rd NE, #130  
Redmond, WA 98052  
Telephone: (425)286-3822

**Zayo**

Attn: Jason Tesdal  
4905 Pacific Hwy E, Suite 4  
Fife, WA 98424  
Telephone: (253) 221-7585

**City of FW IT Dept (City Fiber)**

Attn: Thomas Fichtner  
33325 8<sup>th</sup> Ave S  
Federal Way, WA 98003  
Telephone: (253) 835-2547

**King Co. Traffic (Signals & Lighting)**

Attn: Mark Parrett  
155 Monroe Ave NE  
Renton, WA 98056  
Telephone: (206) 296-8153

**ADDITIONAL CONTACTS**

**King County METRO Transit**

81270 6<sup>th</sup> Ave S, Bldg 2  
Seattle, WA 98134  
Telephone: (206) 684-2785

**South King Fire & Rescue**

31617 1<sup>st</sup> Ave S  
Federal Way, WA 98003  
Telephone: (253) 946-7253

**City of Federal Way Police**

**Federal Way School District**

**CITY OF FEDERAL WAY**

ADAPTIVE TRAFFIC SIGNAL CONTROL –  
CITY CENTER – PHASE 2  
**PROJECT #36233**

**SP-49**

33325 8th Ave S  
Federal Way, WA 98003  
Telephone: (253) 835-6701  
(for officer traffic control scheduling)  
Telephone: (253) 835-6767  
(for traffic / road closure issues)

Attn: Transportation Department  
1211 S. 332nd St  
Federal Way, WA 98003  
Telephone: (253) 945-5960

**1-07.18 Public Liability and Property Damage Insurance**

Delete this section in its entirety, and replace it with the following:

**1-07.18 Insurance**

***(January 4, 2016 APWA GSP)***

**1-07.18(1) General Requirements**

- A. The Contractor shall procure and maintain the insurance described in all subsections of section 1-07.18 of these Special Provisions, from insurers with a current A. M. Best rating of not less than A-: VII and licensed to do business in the State of Washington. The Contracting Agency reserves the right to approve or reject the insurance provided, based on the insurer's financial condition.
- B. The Contractor shall keep this insurance in force without interruption from the commencement of the Contractor's Work through the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated below.
- C. If any insurance policy is written on a claims made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made, and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Completion Date or earlier termination of this Contract, and the Contractor shall annually provide the Contracting Agency with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the Contracting Agency to assure financial responsibility for liability for services performed.
- D. The Contractor's Automobile Liability, Commercial General Liability and Excess or Umbrella Liability insurance policies shall be primary and non-contributory insurance as respects the Contracting Agency's insurance, self-insurance, or self-insured pool coverage. Any insurance, self-insurance, or self-insured pool coverage maintained by the Contracting Agency shall be excess of the Contractor's insurance and shall not contribute with it.
- E. The Contractor shall provide the Contracting Agency and all additional insureds with written notice of any policy cancellation, within two business days of their receipt of such notice.
- F. The Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the Contracting Agency

- G. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Contracting Agency may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Contracting Agency on demand, or at the sole discretion of the Contracting Agency, offset against funds due the Contractor from the Contracting Agency.
- H. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the Contract and no additional payment will be made.

**1-07.18(2) Additional Insured**

All insurance policies, with the exception of Workers Compensation, and of Professional Liability and Builder's Risk (if required by this Contract) shall name the following listed entities as additional insured(s) using the forms or endorsements required herein:

- The Contracting Agency and its officers, elected officials, employees, agents, and volunteers.
- The consultant that completed the preparation of the engineering design and project plans, and its officers, employees, agents, and subconsultants.
- Consultants hired by the Contracting Agency for design, construction support, or materials testing.

The above-listed entities shall be additional insured(s) for the full available limits of liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract, and irrespective of whether the Certificate of Insurance provided by the Contractor pursuant to 1-07.18(4) describes limits lower than those maintained by the Contractor.

For Commercial General Liability insurance coverage, the required additional insured endorsements shall be at least as broad as ISO forms CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

**1-07.18(3) Subcontractors**

The Contractor shall cause each Subcontractor of every tier to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors.

The Contractor shall ensure that all Subcontractors of every tier add all entities listed in 1-07.18(2) as additional insureds, and provide proof of such on the policies as required by that section as detailed in 1-07.18(2) using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

Upon request by the Contracting Agency, the Contractor shall forward to the Contracting Agency evidence of insurance and copies of the additional insured endorsements of each Subcontractor of every tier as required in 1-07.18(4) Verification of Coverage.

**1-07.18(4) Verification of Coverage**

The Contractor shall deliver to the Contracting Agency a Certificate(s) of Insurance and endorsements for each policy of insurance meeting the requirements set forth herein

when the Contractor delivers the signed Contract for the work. Failure of Contracting Agency to demand such verification of coverage with these insurance requirements or failure of Contracting Agency to identify a deficiency from the insurance documentation provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

Verification of coverage shall include:

1. An ACORD certificate or a form determined by the Contracting Agency to be equivalent.
2. Copies of all endorsements naming Contracting Agency and all other entities listed in 1-07.18(2) as additional insured(s), showing the policy number. The Contractor may submit a copy of any blanket additional insured clause from its policies instead of a separate endorsement.
3. Any other amendatory endorsements to show the coverage required herein.
4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements – actual endorsements must be submitted.

Upon request by the Contracting Agency, the Contractor shall forward to the Contracting Agency a full and certified copy of the insurance policy(s). If Builders Risk insurance is required on this Project, a full and certified copy of that policy is required when the Contractor delivers the signed Contract for the work.

#### **1-07.18(5) Coverages and Limits**

The insurance shall provide the minimum coverages and limits set forth below. Contractor's maintenance of insurance, its scope of coverage, and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the Contracting Agency's recourse to any remedy available at law or in equity.

All deductibles and self-insured retentions must be disclosed and are subject to approval by the Contracting Agency. The cost of any claim payments falling within the deductible or self-insured retention shall be the responsibility of the Contractor. In the event an additional insured incurs a liability subject to any policy's deductibles or self-insured retention, said deductibles or self-insured retention shall be the responsibility of the Contractor.

#### **1-07.18(5)A Commercial General Liability**

Commercial General Liability insurance shall be written on coverage forms at least as broad as ISO occurrence form CG 00 01, including but not limited to liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract. There shall be no exclusion for liability arising from explosion, collapse or underground property damage.

The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.

Contractor shall maintain Commercial General Liability Insurance arising out of the Contractor's completed operations for at least three years following Substantial Completion of the Work.

Such policy must provide the following minimum limits:

\$1,000,000	Each Occurrence
\$2,000,000	General Aggregate
\$2,000,000	Products & Completed Operations Aggregate
\$1,000,000	Personal & Advertising Injury each offense
\$1,000,000	Stop Gap / Employers' Liability each Accident

***(January 4, 2016 APWA GSP, cont.)***

**1-07.18(5)B Automobile Liability**

Automobile Liability shall cover owned, non-owned, hired, and leased vehicles; and shall be written on a coverage form at least as broad as ISO form CA 00 01. If the work involves the transport of pollutants, the automobile liability policy shall include MCS 90 and CA 99 48 endorsements.

Such policy must provide the following minimum limit:

\$1,000,000 Combined single limit each accident

**1-07.18(5)C Workers' Compensation**

The Contractor shall comply with Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

**1-07.18(5)D Excess or Umbrella Liability**

***(January 4, 2016 APWA GSP)***

The Contractor shall provide Excess or Umbrella Liability insurance with limits of not less than \$3,000,000 each occurrence and annual aggregate. This excess or umbrella liability coverage shall be excess over and as least as broad in coverage as the Contractor's Commercial General and Auto Liability insurance.

All entities listed under 1-07.18(2) of these Special Provisions shall be named as additional insureds on the Contractor's Excess or Umbrella Liability insurance policy.

This requirement may be satisfied instead through the Contractor's primary Commercial General and Automobile Liability coverages, or any combination thereof that achieves the overall required limits of insurance.

**1-07.18(5)J Pollution Liability**

***(January 4, 2016 APWA GSP)***

The Contractor shall provide a Contractors Pollution Liability policy, providing coverage for claims involving bodily injury, property damage (including loss of use of tangible property that has not been physically injured), cleanup costs, remediation, disposal or other handling of pollutants, including costs and expenses incurred in the investigation, defense, or settlement of claims, arising out of any one or more of the following:

1. Contractor's operations related to this project.
2. Remediation, abatement, repair, maintenance or other work with lead-based paint or materials containing asbestos.
3. Transportation of hazardous materials away from any site related to this project.

All entities listed under 1-07.18(2) of these Special Provisions shall be named by endorsement as additional insureds on the Contractors Pollution Liability insurance policy.

Such Pollution Liability policy shall provide the following minimum limits:  
\$2,000,000 each loss and annual aggregate

### **1-07.23 Public Convenience and Safety**

#### ***(January 5, 2015 WSDOT GSP, OPTION 5)***

Section 1-07.23(1) is supplemented with the following:

Lane closures are subject to the following restrictions:

- Only one lane of traffic (northbound or southbound) may be closed to traffic between the hours of 7:00AM and 3:30PM. Approval to close both one northbound and one southbound lane at the same time will require prior approval by the Project Engineer.
- Left turns may be restricted (by the Contractor) within the project limits at the discretion of the Project Engineer.
- Closure of one lane at a time may occur between the hours of 7AM to 7PM. Any closures between 7PM to 7AM require prior approval by the City
- If a lane closure is required, at least one lane of traffic (alternating directions / flagger controlled) shall be maintained at all times.
- Unless otherwise approved or shown on plans, the Contractor shall maintain two-way traffic during construction. The Contractor shall maintain continuous two-way traffic along streets throughout the project site. The Contractor shall have the option, with the approval of the Engineer, of momentarily interrupting the continuous two-way traffic to allow one-way traffic. Such interruptions shall utilize qualified flaggers placed in strategic locations to insure the public safety and minimize driver confusion. A momentary interruption shall be defined as a period of time not to exceed two (2) minutes. Regardless of the period of time no queue greater than ten (10) cars in length will be allowed.
- Working at night (8pm to 7am weekdays, 8pm-9am weekends & holidays) is not mandated by the City. Should the contractor schedule project work during nighttime hours, it shall be the Contractor's responsibility to obtain any required noise variance or exemption for such work.
- Loop detector installations may be performed between 8:30am-3:30pm.
- For approved night work, the Contractor shall, at no additional cost to the City, make all arrangements for operations during hours of darkness. Flagger stations shall be illuminated using a minimum 150-watt floodlight.

Lighting used for nighttime work shall, whenever possible, be directed away from or shielded from residences and oncoming traffic. Signs and barricades shall be supplemented by Type C steady burn lights to delineate edge of roadway during the hours of darkness.

- The Contractor shall keep all pedestrian routes & access points (including, but not limited to, sidewalks, and crosswalks when located within the project limits) open and clear at all times unless permitted otherwise by the Engineer in an approved traffic control plan. An ADA accessible route must be provided through the project site at all times.
- Pedestrians must have access to pedestrian push buttons at all times.
- The Contractor shall provide flaggers, signs, and other traffic control devices. The Contractor shall erect and maintain all construction signs, warning signs, detour signs, and other traffic control devices necessary to warn and protect the public at all times from injury or damage as a result of the Contractor's operations which may occur on highways, roads, streets, sidewalks, or paths. No work shall be done on or adjacent to any traveled way until all necessary signs and traffic control devices are in place.
- All signs and traffic control devices for the permitted closures shall only be installed during the specified hours. Construction signs, if placed earlier than the specified hours of closure, shall be turned or covered so as not to be visible to motorists
- The Contractor shall be responsible for notifying all affected property owners and tenants prior to commencing the barricading of streets, alleys, sidewalks and driveways. Notifications should be at least 48 hours in advance of closures, if possible.
- The Contractor shall, at all times throughout the project, conduct the work in such a manner as will obstruct and inconvenience vehicular and pedestrian traffic as little as possible. The streets, sidewalks and private driveways shall be kept open by the Contractor except for the brief periods when actual work is being done. The Contractor shall so conduct his operations so as to have under construction no greater length or amount of work than he can prosecute vigorously and he shall not open up sections of the work and leave them in an unfinished condition.
- Lane closures shall not impact business accesses. All business accesses will remain open during business hours.
- Lane closures shall not restrict vehicular access for buses through the project site. Bus stops shall remain ADA accessible to pedestrians at all times throughout the project

If the Engineer determines the permitted closure hours adversely affect traffic, the Engineer may adjust the hours accordingly. The Engineer will notify the Contractor in writing of any change in the closure hours.

Lane closures are not allowed on any of the following:

1. A holiday,
2. A holiday weekend; holidays that occur on Friday, Saturday, Sunday or Monday are considered a holiday weekend. A holiday weekend includes Saturday, Sunday, and the holiday.
3. After 12:00 PM (noon) on the day prior to a holiday or holiday weekend, and
4. Before 7:00 AM on the day after the holiday or holiday weekend.

Lane closures are not allowed within the City Center zone from the Friday after Thanksgiving Day ("Black Friday") until the first City recognized business day of the following year without written approval by the Engineer. The boundaries of the City Center zone are identified in the City of Federal Way Comprehensive Plan. In general, it is the area located within the following boundaries:

Northern boundary: S 312th Street  
Southern boundary: S 324th Street  
Eastern boundary: Interstate 5  
Western boundary: 14th Ave S (future extension) / west of 320th Public Library / 11th PI S

**1-07.24 Rights of Way**  
***(July 23, 2015 APWA GSP)***

Delete this section and replace it with the following:

Street Right of Way lines, limits of easements, and limits of construction permits are indicated in the Plans. The Contractor's construction activities shall be confined within these limits, unless arrangements for use of private property are made.

Generally, the Contracting Agency will have obtained, prior to bid opening, all rights of way and easements, both permanent and temporary, necessary for carrying out the work. Exceptions to this are noted in the Bid Documents or will be brought to the Contractor's attention by a duly issued Addendum.

Whenever any of the work is accomplished on or through property other than public Right of Way, the Contractor shall meet and fulfill all covenants and stipulations of any easement agreement obtained by the Contracting Agency from the owner of the private property. Copies of the easement agreements may be included in the Contract Provisions or made available to the Contractor as soon as practical after they have been obtained by the Engineer.

Whenever easements or rights of entry have not been acquired prior to advertising, these areas are so noted in the Plans. The Contractor shall not proceed with any portion of the work in areas where right of way, easements or rights of entry have not been acquired until the Engineer certifies to the Contractor that the right of way or easement is available or that the right of entry has been received. If the Contractor is delayed due to acts of omission on the part of the Contracting Agency in obtaining easements, rights of

entry or right of way, the Contractor will be entitled to an extension of time. The Contractor agrees that such delay shall not be a breach of contract.

Each property owner shall be given 48 hours notice prior to entry by the Contractor. This includes entry onto easements and private property where private improvements must be adjusted.

The Contractor shall be responsible for providing, without expense or liability to the Contracting Agency, any additional land and access thereto that the Contractor may desire for temporary construction facilities, storage of materials, or other Contractor needs. However, before using any private property, whether adjoining the work or not, the Contractor shall file with the Engineer a written permission of the private property owner, and, upon vacating the premises, a written release from the property owner of each property disturbed or otherwise interfered with by reasons of construction pursued under this contract. The statement shall be signed by the private property owner, or proper authority acting for the owner of the private property affected, stating that permission has been granted to use the property and all necessary permits have been obtained or, in the case of a release, that the restoration of the property has been satisfactorily accomplished. The statement shall include the parcel number, address, and date of signature. Written releases must be filed with the Engineer before the Completion Date will be established.

## **1-08 PROSECUTION AND PROGRESS**

Add the following new section:

### **1-08.0 Preliminary Matters**

***(May 25, 2006 APWA GSP)***

#### **1-08.0(1) Preconstruction Conference**

***(October 10, 2008 APWA GSP)***

Prior to the Contractor beginning the work, a preconstruction conference will be held between the Contractor, the Engineer, and such other interested parties as may be invited. The purpose of the preconstruction conference will be:

1. To review the initial progress schedule;
2. To establish a working understanding among the various parties associated or affected by the work;
3. To establish and review procedures for progress payment, notifications, approvals, submittals, etc.;
4. To establish normal working hours for the work;
5. To review safety standards and traffic control; and
6. To discuss such other related items as may be pertinent to the work.

The Contractor shall prepare and submit at the preconstruction meeting the following:

1. A breakdown of all lump sum items;
2. A preliminary schedule of working drawing submittals; and

3. A list of material sources for approval if applicable.

**1-08.0(2) Hours of Work**  
***(December 8, 2014 APWA GSP)***

Add the following new section:

Except in the case of emergency or unless otherwise approved by the Engineer, the normal working hours for the Contract shall be any consecutive 8-hour period between 7:00 a.m. and 6:00 p.m. Monday through Friday, exclusive of a lunch break. If the Contractor desires different than the normal working hours stated above, the request must be submitted in writing prior to the preconstruction conference, subject to the provisions below. The working hours for the Contract shall be established at or prior to the preconstruction conference.

All working hours and days are also subject to local permit and ordinance conditions (such as noise ordinances).

If the Contractor wishes to deviate from the established working hours, the Contractor shall submit a written request to the Engineer for consideration. This request shall state what hours are being requested, and why. Requests shall be submitted for review no later than noon two working days prior to the day(s) the Contractor is requesting to change the hours.

If the Contracting Agency approves such a deviation, such approval may be subject to certain other conditions, which will be detailed in writing. For example:

1. On non-Federal aid projects, requiring the Contractor to reimburse the Contracting Agency for the costs in excess of straight-time costs for Contracting Agency representatives who worked during such times. (The Engineer may require designated representatives to be present during the work. Representatives who may be deemed necessary by the Engineer include, but are not limited to: survey crews; personnel from the Contracting Agency's material testing lab; inspectors; and other Contracting Agency employees or third party consultants when, in the opinion of the Engineer, such work necessitates their presence.)
2. Considering the work performed on Saturdays, Sundays, and holidays as working days with regard to the contract time.
3. Considering multiple work shifts as multiple working days with respect to contract time even though the multiple shifts occur in a single 24-hour period.
4. If a 4-10 work schedule is requested and approved the non-working day for the week will be charged as a working day.
5. If Davis Bacon wage rates apply to this Contract, all requirements must be met and recorded properly on certified payroll.

**1-08.1 Subcontracting**  
***(December 19, 2019 APWA GSP, OPTION A)***

Prior to any subcontractor or lower tier subcontractor beginning work, the Contractor shall submit to the Engineer a certification (WSDOT Form 420-004) that a written

**CITY OF FEDERAL WAY**

**ADAPTIVE TRAFFIC SIGNAL CONTROL –  
CITY CENTER – PHASE 2  
PROJECT #36233**

**SP-58**

agreement between the Contractor and the subcontractor or between the subcontractor and any lower tier subcontractor has been executed. This certification shall also guarantee that these subcontract agreements include all the documents required by the Special Provision Federal Agency Inspection.

A Subcontractor or lower tier Subcontractor will not be permitted to perform any work under the contract until the following documents have been completed and submitted to the Engineer:

1. Request to Sublet Work (Form 421-012), and
2. Contractor and Subcontractor or Lower Tier Subcontractor Certification for Federal-aid Projects (Form 420-004).

The Contractor shall submit to the Engineer a completed Monthly Retainage Report (WSDOT Form 272-065) within 15 calendar days after receipt of every monthly progress payment until every Subcontractor and lower tier Subcontractor's retainage has been released.

The ninth paragraph, beginning with "On all projects, ..." is revised to read:

The Contractor shall certify to the actual amount received from the Contracting Agency and amounts paid to all firms that were used as Subcontractors, lower tier subcontractors, manufacturers, regular dealers, or service providers on the Contract. This includes all Disadvantaged, Minority, Small, Veteran or Women's Business Enterprise firms. This Certification shall be submitted to the Engineer on a monthly basis each month between Execution of the Contract and Physical Completion of the Contract using the application available at: <https://wsdot.diversitycompliance.com>. A monthly report shall be submitted for every month between Execution of the Contract and Physical Completion regardless of whether payments were made or work occurred.

### **1-08.3 Progress Schedule**

#### **1-08.3(2)A Type A Progress Schedule** **(March 13, 2012 APWA GSP)**

Revise this section to read:

The Contractor shall submit 2 copies of a Type A Progress Schedule no later than at the preconstruction conference, or some other mutually agreed upon submittal time. The schedule may be a critical path method (CPM) schedule, bar chart, or other standard schedule format. Regardless of which format used, the schedule shall identify the critical path. The Engineer will evaluate the Type A Progress Schedule and approve or return the schedule for corrections within 15 calendar days of receiving the submittal.

### **1-08.4 Prosecution of Work**

Delete this section and replace it with the following:

#### **1-08.4 Notice to Proceed and Prosecution of Work** **(July 23, 2015 APWA GSP)**

Notice to Proceed will be given after the contract has been executed and the contract bond and evidence of insurance have been approved and filed by the Contracting Agency. The Contractor shall not commence with the work until the Notice to Proceed has been given by the Engineer. The Contractor shall commence construction activities on the project site within ten days of the Notice to Proceed Date, unless otherwise

approved in writing. The Contractor shall diligently pursue the work to the physical completion date within the time specified in the contract. Voluntary shutdown or slowing of operations by the Contractor shall not relieve the Contractor of the responsibility to complete the work within the time(s) specified in the contract.

When shown in the Plans, the first order of work shall be the installation of high visibility fencing to delineate all areas for protection or restoration, as described in the Contract. Installation of high visibility fencing adjacent to the roadway shall occur after the placement of all necessary signs and traffic control devices in accordance with 1-10.1(2). Upon construction of the fencing, the Contractor shall request the Engineer to inspect the fence. No other work shall be performed on the site until the Contracting Agency has accepted the installation of high visibility fencing, as described in the Contract.

### **1-08.5 Time for Completion**

#### ***(January 19, 2022 APWA GSP, OPTION A)***

Revise the third and fourth paragraphs to read:

Contract time shall begin on the first working day following the Notice to Proceed Date.

Each working day shall be charged to the contract as it occurs, until the contract work is physically complete. If substantial completion has been granted and all the authorized working days have been used, charging of working days will cease. Each week the Engineer will provide the Contractor a statement that shows the number of working days: (1) charged to the contract the week before; (2) specified for the physical completion of the contract; and (3) remaining for the physical completion of the contract. The statement will also show the nonworking days and any partial or whole day the Engineer declares as unworkable. The statement will be identified as a Written Determination by the Engineer. If the Contractor does not agree with the Written Determination of working days, the Contractor shall pursue the protest procedures in accordance with Section 1-04.5. By failing to follow the procedures of Section 1-04.5, the Contractor shall be deemed as having accepted the statement as correct. If the Contractor is approved to work 10 hours a day and 4 days a week (a 4-10 schedule) and the fifth day of the week in which a 4-10 shift is worked would ordinarily be charged as a working day then the fifth day of that week will be charged as a working day whether or not the Contractor works on that day.

Revise the sixth paragraph to read:

The Engineer will give the Contractor written notice of the completion date of the contract after all the Contractor's obligations under the contract have been performed by the Contractor. The following events must occur before the Completion Date can be established:

1. The physical work on the project must be complete; and
2. The Contractor must furnish all documentation required by the contract and required by law, to allow the Contracting Agency to process final acceptance of the contract. The following documents must be received by the Project Engineer prior to establishing a completion date:
  - a. Certified Payrolls (per Section 1-07.9(5)).
  - b. Material Acceptance Certification Documents

- c. Monthly Reports of Amounts Credited as DBE Participation, as required by the Contract Provisions.
- d. Final Contract Voucher Certification
- e. Copies of the approved "Affidavit of Prevailing Wages Paid" for the Contractor and all Subcontractors
- f. A copy of the Notice of Termination sent to the Washington State Department of Ecology (Ecology); the elapse of 30 calendar days from the date of receipt of the Notice of Termination by Ecology; and no rejection of the Notice of Termination by Ecology. This requirement will not apply if the Construction Stormwater General Permit is transferred back to the Contracting Agency in accordance with Section 8-01.3(16).
- g. Property owner releases per Section 1-07.24

**(March 13, 1995 WSDOT GSP, OPTION 7)**

Section 1-08.5 is supplemented with the following:

This project shall be physically complete within 45 working days.

**1-08.6 Suspension of Work**

**(December 15, 2021 CFW GSP)**

Section 1-08.6 is supplemented with the following:

Contract time may be suspended for procurement of critical materials (Procurement Suspension). In order to receive a Procurement Suspension, the Contractor shall within 21 calendar days after execution by the Contracting Agency, place purchase orders for all materials deemed critical by the Contracting Agency for physical completion of the contract. The Contractor shall provide copies of purchase orders for the critical materials. Such purchase orders shall disclose the purchase order date and estimated delivery dates for such critical material.

The Contractor shall show procurement of the materials listed below as activities in the Progress Schedule. If the approved Progress Schedule indicates the materials procurement are critical activities, and if the Contractor has provided documentation that purchase orders are placed for the critical materials within the prescribed 21 calendar days, then contract time shall be suspended upon physical completion of all critical work except that work dependent upon the listed critical materials:

- Hybrid Radar/Video Detection Cameras and associated equipment
- CCTV Cameras and associated equipment

Charging of contract time will resume upon delivery of the critical materials to the Contractor or 200 calendar days after execution by the Contracting Agency, whichever occurs first.

**1-08.9 Liquidated Damages**

**(March 3, 2021 APWA GSP, OPTION A)**

Replace Section 1-08.9 with the following:

Time is of the essence of the Contract. Delays inconvenience the traveling public, obstruct traffic, interfere with and delay commerce, and increase risk to Highway users.

**CITY OF FEDERAL WAY**

**ADAPTIVE TRAFFIC SIGNAL CONTROL –  
CITY CENTER – PHASE 2  
PROJECT #36233**

**SP-61**

Delays also cost tax payers undue sums of money, adding time needed for administration, engineering, inspection, and supervision.

Accordingly, the Contractor agrees:

1. To pay liquidated damages in the amount of \$500 for each working day beyond the number of working days established for Physical Completion, and
2. To authorize the Engineer to deduct these liquidated damages from any money due or coming due to the Contractor.

When the Contract Work has progressed to Substantial Completion as defined in the Contract, the Engineer may determine the Contract Work is Substantially Complete. The Engineer will notify the Contractor in writing of the Substantial Completion Date. For overruns in Contract time occurring after the date so established, liquidated damages identified above will not apply. For overruns in Contract time occurring after the Substantial Completion Date, liquidated damages shall be assessed on the basis of direct engineering and related costs assignable to the project until the actual Physical Completion Date of all the Contract Work. The Contractor shall complete the remaining Work as promptly as possible. Upon request by the Project Engineer, the Contractor shall furnish a written schedule for completing the physical Work on the Contract.

Liquidated damages will not be assessed for any days for which an extension of time is granted. No deduction or payment of liquidated damages will, in any degree, release the Contractor from further obligations and liabilities to complete the entire Contract.

## **1-09 MEASUREMENT AND PAYMENT**

### **1-09.2(1) General Requirements for Weighing Equipment (July 23, 2015 APWA GSP, OPTION 2)**

Revise item 4 of the fifth paragraph to read:

4. Test results and scale weight records for each day's hauling operations are provided to the Engineer daily. Reporting shall utilize WSDOT form 422-027, Scaleman's Daily Report, unless the printed ticket contains the same information that is on the Scaleman's Daily Report Form. The scale operator must provide AM and/or PM tare weights for each truck on the printed ticket.

### **1-09.2(5) Measurement (May 2, 2017 APWA GSP)**

Revise the first paragraph to read:

**Scale Verification Checks** – At the Engineer's discretion, the Engineer may perform verification checks on the accuracy of each batch, hopper, or platform scale used in weighing contract items of Work.

### **1-09.6 Force Account (October 10, 2008 APWA GSP)**

Supplement this section with the following:

The Contracting Agency has estimated and included in the Proposal, dollar amounts for all items to be paid per force account, only to provide a common proposal for Bidders. All such dollar amounts are to become a part of Contractor's total bid. However, the Contracting Agency does not warrant expressly or by implication, that the actual amount

of work will correspond with those estimates. Payment will be made on the basis of the amount of work actually authorized by Engineer.

### **1-09.9 Payments**

***(January 19, 2022 APWA GSP)***

Section 1-09.9 is revised to read:

The basis of payment will be the actual quantities of Work performed according to the Contract and as specified for payment.

The Contractor shall submit a breakdown of the cost of lump sum bid items at the Preconstruction Conference, to enable the Project Engineer to determine the Work performed on a monthly basis. A breakdown is not required for lump sum items that include a basis for incremental payments as part of the respective Specification. Absent a lump sum breakdown, the Project Engineer will make a determination based on information available. The Project Engineer's determination of the cost of work shall be final.

Progress payments for completed work and material on hand will be based upon progress estimates prepared by the Engineer. A progress estimate cutoff date will be established at the preconstruction conference.

The initial progress estimate will be made not later than 30 days after the Contractor commences the work, and successive progress estimates will be made every month thereafter until the Completion Date. Progress estimates made during progress of the work are tentative, and made only for the purpose of determining progress payments. The progress estimates are subject to change at any time prior to the calculation of the final payment.

The value of the progress estimate will be the sum of the following:

1. Unit Price Items in the Bid Form — the approximate quantity of acceptable units of work completed multiplied by the unit price.
2. Lump Sum Items in the Bid Form — based on the approved Contractor's lump sum breakdown for that item, or absent such a breakdown, based on the Engineer's determination.
3. Materials on Hand — 100 percent of invoiced cost of material delivered to Job site or other storage area approved by the Engineer.
4. Change Orders — entitlement for approved extra cost or completed extra work as determined by the Engineer.

Progress payments will be made in accordance with the progress estimate less:

1. Retainage per Section 1-09.9(1), on non FHWA-funded projects;
2. The amount of progress payments previously made; and
3. Funds withheld by the Contracting Agency for disbursement in accordance with the Contract Documents.

Progress payments for work performed shall not be evidence of acceptable performance or an admission by the Contracting Agency that any work has been satisfactorily completed. The determination of payments under the contract will be final in accordance with Section 1-05.1.

Failure to perform any of the obligations under the Contract by the Contractor may be decreed by the Contracting Agency to be adequate reason for withholding any payments until compliance is achieved.

Upon completion of all Work and after final inspection (Section 1-05.11), the amount due the Contractor under the Contract will be paid based upon the final estimate made by the Engineer and presentation of a Final Contract Voucher Certification to be signed by the Contractor. The Contractor's signature on such voucher shall be deemed a release of all claims of the Contractor unless a Certified Claim is filed in accordance with the requirements of Section 1-09.11 and is expressly excepted from the Contractor's certification on the Final Contract Voucher Certification. The date the Contracting Agency signs the Final Contract Voucher Certification constitutes the final acceptance date (Section 1-05.12).

If the Contractor fails, refuses, or is unable to sign and return the Final Contract Voucher Certification or any other documentation required for completion and final acceptance of the Contract, the Contracting Agency reserves the right to establish a Completion Date (for the purpose of meeting the requirements of RCW 60.28) and unilaterally accept the Contract. Unilateral final acceptance will occur only after the Contractor has been provided the opportunity, by written request from the Engineer, to voluntarily submit such documents. If voluntary compliance is not achieved, formal notification of the impending establishment of a Completion Date and unilateral final acceptance will be provided by email with delivery confirmation from the Contracting Agency to the Contractor, which will provide 30 calendar days for the Contractor to submit the necessary documents. The 30 calendar day period will begin on the date the email with delivery confirmation is received by the Contractor. The date the Contracting Agency unilaterally signs the Final Contract Voucher Certification shall constitute the Completion Date and the final acceptance date (Section 1-05.12). The reservation by the Contracting Agency to unilaterally accept the Contract will apply to Contracts that are Physically Completed in accordance with Section 1-08.5, or for Contracts that are terminated in accordance with Section 1-08.10. Unilateral final acceptance of the Contract by the Contracting Agency does not in any way relieve the Contractor of their responsibility to comply with all Federal, State, tribal, or local laws, ordinances, and regulations that affect the Work under the Contract.

Payment to the Contractor of partial estimates, final estimates, and retained percentages shall be subject to controlling laws.

**1-09.9(1) Retainage**

*(June 27, 2011 WSDOT GSP, OPTION 1)*

Section 1-09.9(1) content and title is deleted and replaced with the following:

Vacant

**1-09.11(3) Time Limitation and Jurisdiction**

*(November 30, 2018 APWA GSP)*

Revise this section to read:

For the convenience of the parties to the Contract it is mutually agreed by the parties that any claims or causes of action which the Contractor has against the Contracting Agency arising from the Contract shall be brought within 180 calendar days from the date of final acceptance (Section 1-05.12) of the Contract by the Contracting Agency; and it is further agreed that any such claims or causes of action shall be brought only in the Superior Court of the county where the Contracting Agency headquarters is located, provided that where an action is asserted against a county, RCW 36.01.050 shall control venue and jurisdiction. The parties understand and agree that the Contractor's failure to bring suit within the time period provided, shall be a complete bar to any such claims or causes of action. It is further mutually agreed by the parties that when any claims or causes of action which the Contractor asserts against the Contracting Agency arising from the Contract are filed with the Contracting Agency or initiated in court, the Contractor shall permit the Contracting Agency to have timely access to any records deemed necessary by the Contracting Agency to assist in evaluating the claims or action.

### **1-09.13 Claim Resolution**

#### **1-09.13(3)A Arbitration General**

***(January 19, 2022 APWA GSP)***

Revise the third paragraph to read:

The Contracting Agency and the Contractor mutually agree to be bound by the decision of the arbitrator, and judgment upon the award rendered by the arbitrator may be entered in the Superior Court of the county in which the Contracting Agency's headquarters is located, provided that where claims subject to arbitration are asserted against a county, RCW 36.01.050 shall control venue and jurisdiction of the Superior Court. The decision of the arbitrator and the specific basis for the decision shall be in writing. The arbitrator shall use the Contract as a basis for decisions.

#### **1-09.13(4) Venue for Litigation**

***(January 19, 2022 APWA GSP)***

Revise this section to read:

Litigation shall be brought in the Superior Court of the county in which the Contracting Agency's headquarters is located, provided that where claims are asserted against a county, RCW 36.01.050 shall control venue and jurisdiction of the Superior Court. It is mutually agreed by the parties that when litigation occurs, the Contractor shall permit the Contracting Agency to have timely access to any records deemed necessary by the Contracting Agency to assist in evaluating the claims or action.

### **1-10 TEMPORARY TRAFFIC CONTROL**

#### **1-10.2 Traffic Control Management**

##### **1-10.2(1) General**

***(January 10, 2022 WSDOT GSP, OPTION 1)***

CITY OF FEDERAL WAY

ADAPTIVE TRAFFIC SIGNAL CONTROL –  
CITY CENTER – PHASE 2  
**PROJECT #36233**

**SP-65**

Section 1-10.2(1) is supplemented with the following:

The Traffic Control Supervisor shall be certified by one of the following:

The Northwest Laborers-Employers Training Trust  
27055 Ohio Ave.  
Kingston, WA 98346  
(360) 297-3035  
<https://www.nwlett.edu>

Evergreen Safety Council  
12545 135th Ave. NE  
Kirkland, WA 98034-8709  
1-800-521-0778  
<https://www.esc.org>

The American Traffic Safety Services Association  
15 Riverside Parkway, Suite 100  
Fredericksburg, Virginia 22406-1022  
Training Dept. Toll Free (877) 642-4637  
Phone: (540) 368-1701  
<https://altssa.com/training>

Integrity Safety  
13912 NE 20<sup>th</sup> Ave  
Vancouver, WA 98686  
(360) 574-6071  
<https://www.integritysafety.com>

US Safety Alliance  
(904)705-5660  
<https://www.ussafetyalliance.com>

K&D Services Inc.  
2719 Rockefeller Ave.  
Everett, WA 98201  
(800) 343-4049  
<https://www.kndservices.net>

**1-10.2(2) Traffic Control Plans**

***(April 12, 2018 CFW GSP)***

Section 1-10.2(2) is supplemented with the following:

The following minimum Traffic Control requirements shall be maintained during the construction of the project:

1. If the Contractor opts to utilize traffic control plans other than those provided in these Contract Documents, the Contractor shall provide traffic control plans to the City of Federal Way for review and approval a minimum of five (5) working days prior to implementation. These plans shall supplement Construction Staging Plans. The plans as provided by the Contractor shall include and not be limited to the following information:
  - Stop line locations with station and offset to verify safety of intersection turning radius for vehicles.

**CITY OF FEDERAL WAY**

**ADAPTIVE TRAFFIC SIGNAL CONTROL –  
CITY CENTER – PHASE 2  
PROJECT #36233**

**SP-66**

- Minimum lane widths provided for vehicular travel.
  - Turn pocket length, gap, and tapers in conformance with the City of Federal Way Standard Detail DWG 3-19A.
2. Detours will not be allowed except as noted herein or Section 1-07.23(2) as amended.

### **1-10.3 Traffic Control Labor, Procedures and Devices**

#### **1-10.3(1)C Signalized Intersection Traffic Control**

***(September 3, 2021 CFW GSP)***

Section 1-10.3(1)C is a new section:

Signalized Intersection Traffic Control is required when a signal system is in flashing mode, or is not operational. Signalized intersection traffic may not be flagged with an active signal in full operation.

Placing a signalized intersection into flash mode requires an approved traffic control plan. Additionally, the days/times that a signal is placed into flash mode must be pre-approved by the City. The signal should only be switched into flash mode by the City. The type of work that requires signals to be placed into flash mode may include, but is not limited to: installation of signal poles, signal switchover, paving, striping, or excavation in the intersection.

The Contractor shall minimize the limits of the work zone area at intersections whenever possible in order to avoid having the signal be placed into flash mode.

Signalized Intersection Traffic Control Labor shall conform to WAC 468-95-302 and approved traffic control plans.

#### **1-10.3(3)C Portable Changeable Message Sign**

***(January 10, 2022 WSDOT GSP, OPTION 1.2023)***

Section 1-10.3(3)C is revised to read:

Where shown on a traffic control plan or where ordered by the Engineer, the Contractor shall provide, operate, and maintain a portable changeable message sign (PCMS), mini portable changeable message sign (mPCMS), or truck-mounted PCMS. mPCMSs are compact version of full-size PCMSs. Truck-mounted PCMSs are permanently affixed to a traffic control vehicle and meant to be mobile.

When feasible, position PCMS or mPCMSs to provide at least 2 feet of lateral clearance from the nearest open lane and transversely delineate with at least 3 channelization devices. For truck-mounted PCMSs, provide 2 feet of lateral clearance when feasible but transverse delineation is not required.

The Contractor shall remove these devices from the work zone clear zone when not in use unless protected by barrier or guardrail.

### **1-10.4 Measurement**

#### **1-10.4(2) Item Bids with Lump Sum for Incidentals**

***(August 2, 2004 WSDOT GSP, OPTION 1)***

CITY OF FEDERAL WAY

SP-67

ADAPTIVE TRAFFIC SIGNAL CONTROL –  
CITY CENTER – PHASE 2  
PROJECT #36233

Section 1-10.4(2) is supplemented with the following:  
The bid proposal does not contain the item "Project Temporary Traffic Control,"  
lump sum. The provisions of Section 1-10.4(2) shall apply.

## **END OF DIVISION 1**

## **DIVISION 2 EARTHWORK**

### **2-01 CLEARING, GRUBBING, AND ROADSIDE CLEANUP**

#### **2-01.3 Construction Requirements**

##### **2-01.3(4) Roadside Cleanup**

***(January 5, 1998 WSDOT GSP, OPTION 1)***

Section 2-01.3(4) is supplemented with the following:

The Contractor shall restore, repair or correct all portions of the roadside or adjacent landscapes that were unavoidably damaged due to the performance or installation of the specified work. Unavoidable damage shall be determined only by the Engineer. All materials utilized shall be in accordance with Sections 9-14 and 9-15 and other applicable sections of the Standard Specifications or Special Provisions, whichever may apply. All work shall be performed in accordance with Sections 8-02 and 8-03 and other applicable sections of the Standard Specifications. The Contractor shall review the work with the Engineer and receive approval to proceed prior to commencing the work.

#### **2-02.3 Construction Requirements**

##### **2-02.3(3) Removal of Pavement, Sidewalks, Curbs, and Gutters**

***(\*\*\*\*\*)***

Section 2-02.3(3) is supplemented with the following:

Prior to removal of sidewalk, the Contractor shall make a full-depth sawcut to delineate the areas of sidewalk removal from those areas of sidewalk to remain. The Engineer shall approve the equipment and procedures used to make the full-depth sawcut. No wastewater from the sawcutting operation shall be released directly to any stream or storm sewer system.

**END OF DIVISION 2**

## **DIVISION 3 AGGREGATE PRODUCTION AND ACCEPTANCE**

### **3-01 PRODUCTION FROM QUARRY AND PIT SITES**

#### **3-01.4 Contractor Furnished Material Sources**

##### **3-01.4(1) Acquisition and Development**

***(April 12, 2018 CFW GSP)***

Section 3-01.4(1) is supplemented with the following:

No source has been provided for any materials necessary for the construction of these improvements.

If the source of material provided by the Contractor necessitates hauling over roads other than City streets, the Contractor shall, at his own cost and expense, make all arrangements for the use of haul routes.

**END OF DIVISION 3**

## DIVISION 4 BASES

### 4-04 BALLAST AND CRUSHED SURFACING

#### 4-04.3 Construction Requirements

##### 4-04.3(3) Mixing

*(April 12, 2018 CFW GSP)*

Item 2 of Section 4-04.3(3), is replaced with the following:

2. **Road Mix Method** - The road mix method of mixing surfacing material will not be allowed.

##### 4-04.3(4) Placing and Spreading

*(April 12, 2018 CFW GSP)*

Item 2 of Section 4-04(4), is replaced with the following:

2. **Road Mix Method** - The road mix method of mixing surfacing material will not be allowed.

**END OF DIVISION 4**

## **DIVISION 8 MISCELLANEOUS CONSTRUCTION**

### **8-02 ROADSIDE RESTORATION**

#### **8-02.3 Construction Requirements**

##### **8-02.3(1) Responsibility During Construction**

***(April 12, 2018 CFW GSP)***

Section 8-02.3(1) is supplemented with the following:

Landscape construction is anticipated to begin after all curbs, sidewalks, walls, and associated roadside work is completed. Landscape materials shall not be installed until weather permits and installation has been authorized by the Engineer. If water restrictions are anticipated or in force, planting of landscape materials may be delayed.

Throughout planting operations, the Contractor shall keep the premises clean, free of excess soils, plants, and other materials, including refuse and debris, resulting from the Contractor's work. At the end of each work day, and as each planting area is completed, it shall be neatly dressed, and all surrounding walks and paved areas shall be cleaned to the satisfaction of the Engineer. No flushing will be allowed. At the conclusion of work, the Contractor shall remove surplus soils, materials, and debris from the construction site and shall leave the project in a condition acceptable to the Engineer.

##### **8-02.3(9)B Seeding and Fertilizing**

***(September 3, 2019 WSDOT GSP, OPTION 2)***

Section 8-02.3(9)B is supplemented with the following:

Grass seed shall be a commercially prepared mix, made up of low growing species which will grow without irrigation at the project location, and accepted by the Engineer. The application rate shall be two pounds per 1000 square feet.

##### **8-02.3(10) Fertilizer**

***(April 12, 2018 CFW GSP)***

Section 8-02.3(10) is supplemented with the following:

All fertilizers shall be furnished in standard unopened containers with weight, name of plant nutrients and manufacturer's guaranteed statement of analysis clearly marked, in accordance with State and Federal law.

Seeded areas, trees, and shrubs shall be fertilized at a rate according to fertilizer manufacturer's recommendations.

##### **8-02.3(17) Protection of Private Property and Property Restoration**

***(April 12, 2018 CFW GSP)***

Section 8-02.3(17) is a new section:

Property Restoration shall consist of fine grading and restoration of adjacent landscaped areas; adjustment and/or replacement of private irrigation systems; slope restoration behind sidewalks; timber edgings; installing and replacing private wood and chain link fencing; and other work not currently identified on the plans, as directed by the Engineer.

The Contractor is specifically reminded that any unnecessary damage caused by construction activities will be repaired at the Contractor's expense.

Restore all disturbed areas to original condition or better. Grass areas shall be restored with hydroseed where directed.

Removal of tree roots outside the limits of construction, as directed by the Engineer and under the supervision of a certified arborist, shall be paid for under "Property Restoration".

Topsoil shall be Type A and mulch shall be Bark or Wood Chip Mulch, per these Special Provisions.

All materials shall conform to Sections 9-14 Erosion Control and Roadside Planting and 9-15 Irrigation System of the Standard Specifications.

The force account provided for property restoration also includes any adjustments and/or replacements of existing irrigation systems not covered under Section 8-03 Irrigation Systems of the Special Provisions. This work shall also consist of modifying existing landscape lighting systems as may become necessary by these improvements.

The Contractor is advised that protecting existing private irrigation and lighting systems from damage does not constitute a basis for claim or extra work.

#### **8-02.4 Measurement**

***(April 12, 2018 CFW GSP)***

Section 8-02.4 is supplemented with the following:

"Property Restoration" will be paid by force account and must be approved by the engineer prior to completing the work.

#### **8-02.5 Payment**

***(April 12, 2018 CFW GSP)***

Section 8-02.5 is supplemented with the following:

"Property Restoration" per force account.

### **8-04 CURBS, GUTTERS, AND SPILLWAYS**

#### **8-04.3 Construction Requirements**

***(April 12, 2018 CFW GSP)***

Section 8-04.3 is supplemented with the following:

The sub-base for curb and gutter sections shall be compacted to 95 percent density at or below optimum moisture content, as per Section 2-03.3(14)D revised, before placing the curb and gutter.

White-pigmented curing compounds will not be allowed.

The top of the finished concrete shall not deviate more than one-eighth (1/8") in ten feet (10') or the alignment one-fourth (1/4") in ten feet (10').

Where shown on the Plans, the concrete curb will be ramped for wheel chairs as shown in the City Standard Plan Details.

Where shown on the plans, the Contractor shall paint the curbs with 2-coats of yellow paint. Paint and application shall conform to the Standard Specifications for traffic paint striping.

## **8-14 CEMENT CONCRETE SIDEWALKS**

### ***(April 12, 2018 CFW GSP)***

Section 8-14.3 is supplemented with the following :

Cement concrete sidewalk thickness shall be as shown on the Plans. Score joints shall be constructed at a maximum distance of 5 feet from each full depth expansion joint, except where specific dimensions are detailed on the Plans. Asphalt mastic joint fillers in the sidewalk shall be 3/8" x 4" and of the same material as that used in the curb, and shall be placed in the same location as that in the curb.

No concrete for sidewalk shall be poured against dry forms or dry subgrade.

The Contractor may provide suitable vibrating finishers for use in finishing concrete sidewalks. The type of vibrator and its method of use shall be subject to the approval of the City.

All completed work shall be so barricaded as to prevent damage. Any damaged sections shall be removed and replaced at the Contractor's expense. Landscaped areas disturbed during construction shall be restored to original condition at the Contractor's expense.

Scored Cement Concrete Sidewalk shall be broom finished and scored as detailed on the Plans.

## **8-20 ILLUMINATION, TRAFFIC SIGNAL SYSTEMS, INTELLIGENT TRANSPORTATION SYSTEMS, AND ELECTRICAL**

### **8-20.1 Description**

#### **8-20.1(1) Regulations and Code**

##### ***(March 13, 2012 CFW GSP)***

Section 8-20.1(1) is supplemented with the following:

Where applicable, materials shall conform to the latest requirements of Puget Sound Energy and the Washington State Department of Labor and Industries.

#### **8-20.1(2) Industry Codes and Standards**

##### ***(March 13, 2012 CFW GSP)***

The following is added at the end of the first paragraph of this section:

National Electrical Safety Code (NESC) Committee, IEEE Post Office Box 1331445 Hoes Lane, Piscataway, NJ 08855-1331.

**8-20.1(3) Permitting and Inspections**

***(April 12, 2018 CFW GSP)***

Section 8-20.1(3) is supplemented with the following:

The Contractor shall be responsible for obtaining all required electrical permits, including all required City electrical permits. All costs to obtain and comply with electrical permits shall be included in the applicable bid items for the work involved.

**8-20.2 Materials**

Section 8-20.2 is supplemented with the following:

***(March 13, 2012 CFW GSP)***

Control density fill shall meet the requirements of Washington Aggregates and Concrete Association.

Bedding material shall consist of 5/8-inch minus crushed rock free of any deleterious substances (Section 9-03.1(5)A of the Standard Specifications).

**8-20.2(1) Equipment List And Drawings**

***(January 26, 2012 CFW GSP)***

The first paragraph is deleted and replaced with the following:

Within one (1) week following the pre-construction conference, the Contractor shall submit to the Engineer a completed "Request for Approval of Materials" that describes the material proposed for use to fulfill the Plans and Specifications. Manufacturer's technical information shall be submitted for signal, Safe City Cameras and related equipment (Pan-Tilt-Zoom, Fisheye, Bullet and License Plate Reader), electrical and luminaire equipment, all wire, conduit, junction boxes, and all other items to be used on the project. Approvals by the Engineer must be received before material will be allowed on the job site. Materials not approved will not be permitted on the job site.

**8-20.3 Construction Requirements**

**8-20.3(1) General**

***(January 26, 2012 CFW GSP)***

Section 8-20.3(1) is supplemented with the following:

**Contractor Owned Removals**

All removals associated with an electrical system, which are not designated to remain the property of the Contracting Agency, shall become the property of the Contractor and shall be removed from the project.

The Contractor shall:

Remove all wires for discontinued circuits from the conduit system or as directed by the Engineer.

Remove elbow sections of abandoned conduit entering junction boxes or as directed by the Engineer.

Abandoned conduit encountered during excavation shall be removed to the nearest outlets or as directed by the Engineer.

Remove foundations entirely, unless the Plans state otherwise.

Backfill voids created by removal of foundations and junction boxes. Backfilling and compaction shall be performed in accordance with Section 2-09.3(1)E.

**(January 26, 2012 CFW GSP)**

Section 8-20.3(1) is supplemented with the following:

**Signal System Changeover**

The Contractor shall provide a detailed work plan for the signal system changeover to be approved by the Engineer. They shall not deviate from the work plan without prior written approval from the Engineer. The work plan shall show the exact date of the signal system changeover.

The changeover of the signal equipment shall commence after 8:30 AM and be completed by 3:00 PM on the same day (unless as noted below). Changeovers must take place on Tuesday, Wednesday, or Thursday, unless otherwise approved by the Engineer. During changeover, traffic control shall be provided. The exact work plan and schedule for changeover shall be pre-approved by the Engineer.

Certain intersections may require a night-time changeover due to traffic volumes. If the City determines a night-time switchover is required, they will provide direction as to the allowable hours of work. No additional payment will be made to the Contractor for a night-time switchover.

**(November 14, 2014 CFW GSP)**

Section 8-20.3(1) is supplemented with the following:

**Delivery of Removed Items**

The Engineer shall decide the ownership of all salvaged signal materials. All salvaged signal materials not directed by the Engineer to remain property of the City shall become the property of the Contractor, except the existing controller cabinet and all its contents shall remain as property of the City.

Removed signal and electrical equipment which remains the property of the City shall be delivered to:

King County Signal Shop  
Attn: Mark Parrett  
155 Monroe Avenue NE  
Renton, Washington 98056  
Phone: 206-396-3763

Forty eight (48) working hours advance notice shall be communicated to both the Engineer and the Signal Technician at the address listed above. Delivery shall occur during the hours of 8:00 a.m. to 2:00 p.m. Monday through Friday. Material will not be accepted without the required advance notice.

The Contractor shall be responsible for unloading the equipment where directed by the Engineer or Signal Tech at the delivery site.

Equipment damaged during removal or delivery shall be repaired or replaced to the Engineer's satisfaction at no cost to the City.

(\*\*\*\*\*)

Section 8-20.3(1) is supplemented with the following:

The Contractor shall remove and relocate existing video detection cameras for re-use on other parts of the project as shown in the Plans.

**(December 17, 2012 CFW GSP)**

Section 8-20.3(1) is supplemented with the following:

**Fiber Optic Cable Service Outage Duration & Notification**

The maximum allowable interruption to the operation of the existing fiber optic cable service is three days, including testing. Outages of fiber optic cable may affect multiple parties, including but not limited to, the City, King County, and/or WSDOT. Proposed outage dates shall be reviewed and approved by the City. The City shall coordinate the outage with WSDOT. The Contractor shall coordinate the outage with King County Metro and King County Traffic at least two (2) weeks in advance of the proposed outage. The notification shall include description of work, location, duration of outage including start and ending date/time and emergency contact information. Notification in writing shall be sent to the following:

Owen Kehoe  
King County Metro  
Phone: 206-477-5811  
Email: owen.kehoe@kingcounty.gov

Jeffery Barnett  
King County Metro  
Phone: 206-263-7826  
Email: Jeffery.Barnett@kingcounty.gov

King County Signal Shop  
Attn: Mark Parrett  
155 Monroe Avenue NE  
Renton, Washington 98056  
Phone: 206-396-3763

**8-20.3(2) Excavating and Backfilling**

**(March 18, 2022 CFW GSP)**

Section 8-20.3(2) is supplemented with the following:

The Contractor shall supply all trenching necessary for the complete and proper installation of the traffic signal system, interconnect conduit and wiring, and illumination system.

Trenching shall conform to the following:

1. In paved areas, edges of the trench shall be sawcut the full depth of the pavement and sawcuts shall be parallel. All trenches for placement of conduit

shall be straight and as narrow in width as practical to provide a minimum of pavement disturbance. The existing pavement shall be removed in an approved manner. The trench bottom shall be graded to provide a uniform grade.

2. Bedding and backfill materials for electrical trenches shall be as follows:

Electrical conduit trench depth shall be a minimum of 24 inches cover over conduits.

Bedding material for trenches 18 inches or less in width shall be crushed surfacing top course. Bedding material for trenches greater than 18 inches or for joint utility trenches shall be pit run sand. Bedding material shall be placed two inches below the conduit(s) and shall extend to two inches above the conduit(s).

Backfill material for trenches located within the roadway limits (back of curb to back of curb), including perpendicular crossings of roadways and underneath driveways shall be controlled density fill (CDF), vibrated in place.

Backfill material for trenches located outside of roadway and driveway limits shall be Bank Run Gravel for Trench Backfill conforming to WSDOT 9-03.19, unless the engineer determines that native material is suitable.

3. Backfill shall be carefully placed so that the backfilling operation will not disturb the conduit in any way. The backfill shall be thoroughly mechanically tamped in eight-inch (8") layers with each layer compacted to ninety-five percent (95%) of maximum density in traveled ways, and ninety percent (90%) of maximum density elsewhere at optimum soil moisture content.

Excavation for foundations shall be completed by vector excavation. This excavation shall be incidental to the signal or illumination bid items.

**(April 12, 2018 CFW GSP)**

Section 8-20.3(2) is supplemented with the following:

Underground utilities of record are shown on the construction plans insofar as information is available. These, however, are shown for convenience only and the City assumes no responsibility for improper locations or failure to show utility locations on the construction plans.

The location of existing underground utilities, when shown on the plans, is approximate only, and the Contractor shall be responsible for determining their exact location. The Contractor shall check with the utility companies concerning any possible conflict prior to commencing excavation in any area, as not all utilities may be shown on the plans.

The Contractor shall be responsible for potholing for conflicts with underground utility locations prior to determining exact locations of signal and luminaire pole

foundations, underground vaults and directional boring operations. Prior to construction, if any conflicts are expected, it shall be brought to the attention of the Engineer for resolution.

The Contractor shall be entirely responsible for coordination with the utility companies and arranging for the movement or adjustment, either temporary or permanent, of their facilities within the project limits.

If a conflict is identified, the Contractor shall contact the Engineer. The Contractor and City shall locate alternative locations for poles, cabinet, or junction boxes. The Contractor shall get approval from the Engineer prior to installation. The Contractor may consider changing depth or alignment of conduit to avoid utility conflicts.

Before beginning any excavation work for foundations, vaults, junction boxes or conduit runs, the contractor shall confirm that the location proposed on the Contract Plans does not conflict with utility location markings placed on the surface by the various utility companies. If a conflict is identified, the following process shall be used to resolve the conflict:

1. Contact the Engineer and determine if there is an alternative location for the foundation, junction box, vault or conduit trench.
2. If an adequate alternate location is not obvious for the underground work, select a location that may be acceptable and pothole to determine the exact location of other utilities. Potholing must be approved by the Engineer.
3. If an adequate alternate alignment still cannot be identified following potholing operations, the pothole area should be restored and work in the area should stop until a new design can be developed.

The Contractor shall not attempt to adjust the location of an existing utility unless specifically agreed to by the utility owner.

### **8-20.3(5) Conduit**

#### **8-20.3(5)A General** ***(March 16, 2011 CFW GSP)***

Section 8-20.3(5) is supplemented with the following:

All conduit trenches shall be straight and as narrow in width as is practical to provide a minimum of pavement disturbance.

When conduit risers are installed, they shall be attached to the pole every 4 feet and shall be equipped with weather heads.

Conduit for the service wires between the Puget Sound Energy pole and the service panel and all above ground conduit shall be hot-dip galvanized rigid steel.

All conduits shall be clearly labeled at each junction box, handhole, vault or other utility appurtenance. Labeling shall be permanent and shall consist of the owner/type name and a unique conduit number or color. The owner name shall

be approved by the Engineer prior to starting work. The recommended owner/type abbreviations are:

PSE – Puget Sound Energy  
QWEST – Qwest  
COMCAST(AT&T)/C – Cable  
COMCAST(AT&T)/F – Fiber  
SIC – City Signal Interconnect  
City Spare – City spares  
Cobra – COBRA luminaire system

Traffic signal interconnect shall be placed, wherever feasible, in the joint utility trench being constructed under this contract (if applicable). This work shall be coordinated with the other utilities to ensure a 2" minimum conduit is provided solely for the traffic signal interconnect. Conduit size shall be verified with City Traffic Engineer prior to installation.

**8-20.3(5)B Conduit Type**  
***(March 16, 2011 CFW GSP)***

Section 8-20.3(5)B is supplemented with the following:

All conduits for signal cable raceways under driveways shall be rigid galvanized steel or Schedule 80 polyvinyl chloride (PVC).

Whenever PVC conduit is used a ground wire shall be provided.

**8-20.3(6) Junction Boxes, Cable Vaults, and Pull Boxes**  
***(November 2, 2020 CFW GSP)***

Section 8-20.3(6) is supplemented with the following:

Unless otherwise noted in the Plans or approved by the Engineer, junction boxes, cable vaults and pull boxes shall not be placed within the traveled way or shoulders.

All junction boxes, cable vaults, and pull boxes placed within the traveled way or paved shoulders shall be heavy-duty. Standard Duty nonconcrete junction boxes shall not be installed within the City of Federal Way.

Junction boxes shall not be located within the traveled way, wheelchair ramps, or driveways, or interfere with any other previous or relocated installation. The lid of the junction box shall be flush with the surrounding area and be adequately supported by abutting pavements or soils.

All streetlight junction boxes not placed in the sidewalk shall be placed immediately adjacent to a sidewalk or curb surrounded by concrete (or asphalt if adjacent to roadway) to prevent the box from lifting out of the dirt.

All streetlight junction box lids shall be welded shut after final inspection and approval by King County.

All lids located within sidewalk areas, along an ADA pedestrian route, or in other accessible surfaces within the public right-of-way or on publicly owned properties, must meet ADA requirements and be slip-resistant. Acceptable slip-

resistant products shall be non-slip Methyl methacrylate (MMA) coating. Placement of the non-slip MMA coating shall be in accordance with the manufacturer's recommendations. Vertical edges of the utility shall be flush with the adjoining surface to the extent possible after installation.

Wiring shall not be pulled into any conduit until all associated junction boxes have been adjusted to, or installed in, their final grade and location, unless installation is necessary to maintain system operation. If wire is installed for this reason, sufficient slack shall be left to allow for future adjustment.

Wiring shall be replaced for full length if sufficient slack as specified in Section 8-20.3(8) is not maintained. No splicing will be permitted.

Junction boxes Type 1 and 2 shall meet the requirements of WSDOT Standard Plan J-40.10. Type 8 junction boxes shall meet the requirements of WSDOT Standard Plan J-40.30. Junction boxes shall be inscribed based upon system per WSDOT Standard Plan J-40.30. Junction box lids and frames shall be grounded per Section 8-20.3(9).

Junction boxes shall be located at the station and offset indicated on the Plans except that field adjustments may be made at the time of construction by the Engineer to better fit existing field conditions.

Junction boxes for copper and/or fiber signal interconnect shall be placed at a maximum interval of 300 feet and shall be inscribed with "TS" as described on WSDOT Standard Plan J-40.30.

Communications/fibers vaults shall be provided for the purpose of storing slack cabling and installing splice enclosures. The location of all communication vaults shall be as indicated on the Plans and shall be field verified by the Contractor.

Communication/fibers vaults shall be configured such that the tensile and bending limitations of the fiber optic cable are not compromised. Vaults shall be configured to mechanically protect the fiber optic cable against installation force as well as inert forces after cable pulling operations.

Where indicated in the Plans, new vaults shall be installed as described herein and shown in the Plans. The Contractor shall furnish and install racking hardware for cable storage in all new vaults and in all existing vaults where cable storage is identified on the plans. The Contractor shall secure and store the cable in the racking hardware per manufacturer's instruction.

Fiber vaults shall be installed in accordance with the following:

1. All openings around conduits shall be sealed and filled with grout to prevent water and debris from entering the vaults or pull boxes. The grout shall meet the specifications of the fiber vault manufacturers.
2. Backfilling around the work shall not be allowed until the concrete or mortar has set.

3. Upon acceptance of work, fiber vaults shall be free of debris and ready for cable installation. All grounding requirements shall be met prior to cable installation.
4. Fiber vaults shall be adjusted to final grade using risers or rings manufactured by the fiber vault and pull box manufacturer. Fiber vaults with traffic bearing lids shall be raised to final grade using ring risers to raise the cover only. All voids created in and around the vault while adjusting it to grade shall be filled with grout.
5. Fiber vaults shall be installed at the approximate location shown in the Drawings. Final location to be approved by the Engineer.
6. All existing conduits will need to be open and exposed for access within the vault. Care shall be taken to identify which conduits have existing cables. All conduits will extend 2 inches within the vault walls. At the 2-inch mark the excess conduit on the existing structure will need to be removed and all cables exposed.
7. Once the conduits are located, excavate a hole large enough to install the fiber vault. The vault shall have a concrete floor as indicated on the Drawings. The floor shall be installed on 6 inches of crushed surfacing top course. If a fiber vault is installed outside a paved area, an asphalt pad shall be constructed surrounding the junction box. Ensure that the existing conduits are at a minimum of 4 inches above the top of the floor. If the existing conduits contain existing cables, the new vault will need to be bottomless to allow the existing conduit and cable to be routed into the new vault.

***(March 6, 2012 CFW GSP)***

Section 8-20.3(8) is supplemented with the following:

Cable entering cabinets shall be neatly bundled and wrapped. Each wire shall bear the circuit number and be thoroughly tested before being connected to the appropriate terminal.

Circuit conductors shall be standard copper wire in all conduit runs with size specified on the Plans. Conductors from luminaire bases to the luminaire fixture shall be minimum No. 14 AWG pole and bracket cable.

***(March 6, 2012 CFW GSP)***

The following is inserted between the 3rd and 4th paragraph of this section:

Loop wires will be spliced to lead in wires at the junction box with an approved mastic tape, 3-M 06147 or equal, leaving 3 feet of loose wire.

Connectors will be copper and sized for the wire. Mastic splice material will be centered on the wire and folded up around both sides and joined at the top. Splice will then be worked from the center outward to the ends. The ends will be visible and fully sealed around the wire. The end of the lead-in cables shall have the sheathing removed 8 inches and shall be dressed external to the splice.

The 8th paragraph of this section is deleted and replaced with the following:  
 Fused quick disconnect kits shall be of the SEC type or equivalent. Underground illumination splices shall be epoxy or underground service buss/lighting connector kits. Installation shall conform to details in the Standard Plans.

The following is inserted between the 11th and 12th paragraphs of this section:

**Field Wiring Chart (IMSA Standards)**

501 +Input	506 AC+Control	511 Remote-All Red
502 AC-	507 AC+Crosswalk	512-520 Special
503 AC+Lights	508 AC+Detectors	551-562 Interconnect
504 AC+Lights	509 AC+12 Volts	593-598 Rail Road Preemption
505 AC+Lights	510 Remote-Flash	

<b>Phases</b>		<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>A</b>	<b>B</b>
Emergency Vehicle Preemption	Orange (B+)		581		584		587		590		
	Yellow (Call)		582		585		588		591		
	Blue (BB)		583		586		589		592		
Vehicle Heads	Red	611	621	631	641	651	661	671	681	691	601
	Orange	612	622	632	642	652	662	672	682	692	602
	Green	613	623	633	643	653	663	673	683	693	603
	Black	614	624	634	644	654	664	674	684	694	604
	White (Common)	616	626	636	646	656	666	676	686	696	606
Pedestrian Heads and PPB	Red (Hand)	711	721	731	741	751	761	771	781	791	701
	Green (Man)	712	722	732	742	752	762	772	782	792	702
	White (Common for Lights)	716	726	736	746	756	766	776	786	796	706
	Orange (Push button)	714	724	734	744	754	764	774	784	794	704
	Black (Common for Push button)	715	725	735	745	755	764	775	785	795	705
Vehicle Detectors	Loop 1	811	821	831	841	851	861	871	881	891	801
	Loop 1	812	822	832	842	852	862	872	882	892	802
	Loop 2	813	823	833	843	853	863	873	883	893	803
	Loop 2	814	824	834	844	854	864	874	884	894	804
	Loop 3	815	825	835	845	855	865	875	885	895	805
	Loop 3	816	826	836	846	856	866	876	886	896	806
	Loop 4	817	827	837	847	857	867	877	887	897	807
	Loop 4	818	828	838	848	858	868	878	888	898	808
Vehicle Detectors/ Count Loops	Loop 1	911	921	931	941	951	961	971	981	991	901
	Loop 1	912	922	932	942	952	962	972	982	992	902
	Loop 2	913	923	933	943	953	963	973	983	993	903
	Loop 2	914	924	934	944	954	964	974	984	994	904
	Loop 3	915	925	935	945	955	965	975	985	995	905
	Loop 3	916	926	936	946	956	966	976	986	996	906
	Loop 4	917	927	937	947	957	967	977	987	997	907
	Loop 4	918	928	938	948	958	968	978	988	998	908

**8-20.3(8)A Copper Interconnect Cable Installation**

***(June 6, 2012 CFW GSP)***

Section 8-20.3(8)A is a new section:

Copper interconnect cable shall be 12 pair No. 19 AWG communications cable meeting IMSA Specification No. 40-20-1984. A 12 position terminal block shall be mounted on a panel on the rack on the interior side of the controller cabinet. Interconnect cables shall not be spliced or terminated except inside the traffic signal controller cabinet at terminal panel locations. Termination of copper interconnect cable shall be performed by a King County Signal technician. The contractor shall notify King County when cable is ready for terminations with a minimum of two working day's notice.

**8-20.3(8)C Video, Voice, and Data Distribution and Transmission System**

***(January 26, 2012 CFW GSP)***

Section 8-20.3(8)C and all its subsections are new sections:

All wiring, cable, and cords associated with this equipment shall be neatly dressed and secured to the rack frames or cable trays by nylon ties.

**8-20.3(8)C1 Documentation**

Documentation for each system element shall consist of the manufacturer's name and model number, serial number when available, materials and operating specifications, wiring schematic and parts list, owner's manuals, factory service manuals, and procedures for factory testing and system acceptance testing specified elsewhere herein. The Contractor shall submit three (3) copies of the documentation specified above prior to installation of the cable or components described in the submittal. In addition, the Contractor shall submit three (3) copies of an overall system wiring schematic and termination chart for the installed elements (operation and maintenance manuals). All documentation for each individual element shall be neatly bound in a way for the information is secured together and is totally legible without removing the information from the binding. This documentation shall be in addition to any other data, shop drawings, etc. required to be submitted as specified in these Special Provisions.

***(March 13, 2012 CFW GSP)***

Section 8-20.3(9) is supplemented with the following:

Contractor shall provide and install bonding and grounding wires as described in Standard Specifications and the National Electric Code for any new metallic junction boxes and any modified existing junction boxes. For the purposes of this section, a box shall be considered "modified" if new current-carrying conductors are installed, including low-voltage conductors.

At points where shields of shielded conductors are grounded, the shields shall be neatly wired and terminated on suitable grounding lugs.

Junction box lids and frames shall be grounded in accordance with Department of Labor and Industries standards, and shall be grounded so that the ground will not break when the lid is removed and laid on the ground next to the junction box.

All conduits which are not galvanized steel shall have bonding wires between junction boxes.

Ground rods shall be copper clad steel, ¾-inch in diameter by 10-feet long, connections shall be made with termite welds.

At points where wiring shields of shielded conductors are grounded, the shields shall be neatly wired and terminated on suitable grounding lugs.

**8-20.3(14)C Induction Loop Vehicle Detectors**  
**(January 31, 2014 CFW GSP)**

Item 2 and the last two sentences of Item 4 are deleted.

Item 5 of this section is deleted and replaced with the following:

- 5) Each loop shall have 3 turns of loop wire.

Item 11 of this section is deleted and replaced with the following:

- 11) The detector loop sealant shall be a flexible traffic loop wire encapsulment. Encapsulment shall be designated to enable vehicular traffic to pass over the properly filled sawcut within five minutes after installation without cracking of material. The encapsulment shall form a surface skin allowing exposure to vehicular traffic within 30 minutes at 75 degrees F. and completely cure to a tough rubber-like consistency within two to seven days after installation. Properly installed and cured encapsulment shall exhibit resistance to defects of weather, vehicle abrasion, motor oil, gasoline, antifreeze solutions, brake fluid, deicing chemicals and salt normally encountered in such a manner that the performance of the vehicle detector loop wire is not adversely affected.

Section 8-20.3(14)C is supplemented with the following:

One-quarter-inch (1/4") saw cuts shall be cleared of debris with compressed air before installing three turns of loop wire. All detector loops shall be 6-foot-diameter circle with diagonal mini-cut corners (no 90 degree corners) of not more than 1-inch on the diagonal. From the loops to the junction box, the loop wires shall be twisted two turns per foot and labeled at the junction box in accordance with the loop schematics included in these Plans. A 3/8-inch saw cut will be required for the twisted pair. No saw cut will be within 3 feet of any manhole or utility risers located in the street. Loops and lead-ins will not be installed in broken or fractured pavement. Where such pavement exists it will be replaced in kind with minimum 12-foot sections. Loops will also not be sawed across transverse joints in the road. Loops to be placed in concrete will be located in full panels, a minimum 18 inches from any expansion joint.

**Existing Traffic Loops**

The Contractor shall notify the City of Federal Way Traffic Engineer a minimum of five working days in advance of pavement removal in the loop areas. The Contractor shall install and maintain interim video detection until the permanent systems are in place. The interim video detection shall be operational simultaneously with decommission of the existing pavement loops.

If the Engineer suspects that damage to any loop, not identified in the Plans as being replaced, may have resulted from Contractor's operations, the Engineer may order the Contractor to perform the field tests specified in Section 8 20.3(14)D. The test results shall be recorded and submitted to the Engineer. Loops that fail any of these tests shall be replaced.

Loops that fail the tests, as described above, and are replaced shall be installed in accordance with current City of Federal Way design standards and Standard Plans, as determined by the Engineer.

If traffic signal loops that fail the tests, as described above, are not replaced and operational within 48 hours, the Contractor shall install and maintain interim video detection until the replacement loops are operational. The type of interim video detection furnished shall be approved by the Engineer prior to installation.

***(March 31, 2012 CFW GSP)***

Section 8-20.3(14)D is supplemented with the following:

Test A – The resistance shall not exceed values calculated using the given formula.

Resistance per 1000 ft of 14 AWG,  $R = 3.26 \text{ ohms} / 1000 \text{ ft}$

$$R = \frac{3.26 \times \text{distance of lead-in cable (ft)}}{1000 \text{ ft}}$$

Test B and Test C in this section are deleted and replaced with the following:

Megger readings of the detection wire to ground shall read 200 megohms at the amplifier connection. The 200 megohms or more shall be maintained after the splices are tested by submerging them in detergent water for at least 24 hours. The tests will be conducted with County personnel at the request of the Contractor. All costs incurred to meet this minimum standard will be the responsibility of the Contractor.

**8-20.3(14)G Video Camera Detectors**

***(December 18, 2009 CFW GSP)***

Section 8-20.3(14)G is a new section:

The video camera shall be installed consistent with the manufacturer recommendations. Controller cabinet equipment shall be installed in the cabinet when cabinet testing is performed.

**8-20.3(14)H Hybrid Radar/Video Detectors**

***(\*\*\*\*\*)***

Section 8-20.3(14)H is a new section:

The hybrid radar/video camera shall be installed consistent with the manufacturer recommendations. Controller cabinet equipment shall be installed in the cabinet when cabinet testing is performed.

**8-20.3(17) “As Built” Plans**  
**(December 18, 2009 CFW GSP)**

Section 8-21.3(17) is deleted and replaced with the following:

Upon completion of the project, the Contractor shall furnish an “as-built” drawing of the intersection showing all signal heads, pole locations, detectors, junction boxes, illumination system showing luminaire locations, miscellaneous equipment, conductors, cable wires up to the signal controller cabinet, and with a special symbol identifying those items that have been changed from the original contract drawings. All items shall be located to within one foot (1') horizontally and six inches (6") vertically above or below the finished surface grade.

**8-20.3(18) Removal of Existing Signal Equipment**  
**(April 12, 2018 CFW GSP)**

Section 8-21.3(18) is a new section:

Where noted on the Plans, existing signal, illumination, Safe City Cameras and relate equipment, and interconnect equipment shall be removed by the Contractor. The Engineer shall decide the ownership of all salvaged signal, illumination, Safe City Cameras and related equipment, and interconnect equipment materials. All salvaged signal materials not directed by the Engineer to remain property of the City shall be the property of the Contractor, except that any existing controllers and UPS cabinets and all contents shall be delivered to the King County Signal Shop at 155 Monroe Avenue NE, Renton, Washington 98056. All other material removed shall become the property of the Contractor and shall be disposed of off-site at a legal disposal site.

All pole foundations and anchor bolts shall be removed to 6 feet below new subgrade, and the resulting hole shall be backfilled with compacted gravel borrow meeting the requirements of Section 9-03.14(1), unless the Engineer has approved the use of native material.

Where junction boxes are removed, the conduit and wire shall also be removed to the bottom of the trench and the resulting hole backfilled with gravel borrow meeting the requirements of Section 9-03.14(1), unless the Engineer has approved the use of native material.

Removals associated with the electrical system shall not be stockpiled within the jobsite without the Engineer’s approval.

**8-20.4 Measurement**  
**(April 12, 2018 CFW GSP)**

Section 8-20.4 is replaced with the following:

“Traffic Signal System Complete - \_\_\_\_\_” shall be measured per lump sum.

“CCTV Camera Installation - \_\_\_\_\_” shall be measured per lump sum.

**8-20.5 Payment**  
**(April 12, 2018 CFW GSP)**

Section 8-20.5 is deleted and replaced with the following:

Payment will be made in accordance with the following:

“Traffic Signal System Complete - \_\_\_\_\_”, per lump sum.

The lump sum price for "Traffic Signal System Complete" shall be full pay for furnishing all labor, equipment, materials and supplies necessary to complete the work as specified. All items and labor necessary to supply, install, and test the system including, but not limited to, conduit, junction boxes, temporary and/or permanent vehicle detection system(s), connections with existing conduit and junction boxes, restoring facilities destroyed or damaged during construction, removing and salvaging existing signal equipment, relocation of temporary signal equipment (vehicle heads, pre-emption, pedestrian heads, pedestrian push buttons, video detection) to accommodate construction phasing throughout the project, and all other components necessary to make a complete traffic signal system shall be included within the lump sum measurement. The lump sum bid price shall include all costs associated with the restoration of landscaping, curb, gutter, and sidewalk that are damaged or disturbed as a result of construction activities. Removal of an existing signal system or existing signal components shall be included within the lump sum measurement. After construction is complete, it is Contractor's responsibility to adjust, relocate, and reposition all traffic signal heads to their final position as shown on the Contract Documents, and shall be considered incidental to the lump sum measurement.

Sawcutting, pavement removal, excavation, trenching, bedding and backfill materials, backfilling of trenches, pavement restoration of trenches and conduit/junction box installations shall be incidental to the bid items included in this section and no additional compensation will be made.

All costs for installing junction boxes and conduit containing traffic signal system, illumination system, decorative illumination system, festival outlet system and/or interconnect system wiring shall be incidental to the bid item(s) of this section and no additional compensation will be made.

All costs for painting shall be incidental and included in the bid items included in this section and no additional compensation will be made.

Adjustment of junction boxes shall be incidental and included in the bid items included in this section and no additional compensation will be made.

Restoration of facilities destroyed or damaged during construction shall be considered incidental to the bid items included in this section and no additional compensation will be made.

"CCTV Camera Installation - \_\_\_\_\_", per lump sum.

The lump sum price for "CCTV Camera Installation" shall be full pay for furnishing all labor, equipment, materials and supplies necessary to complete the work as specified. All items and labor necessary to supply, install, and test the system including, but not limited to, the CCTV cameras, PoE injectors, surge protectors, conduit, junction boxes, wiring, connections with existing conduit and junction boxes, restoring facilities destroyed or damaged during construction, and all other components necessary to make a complete CCTV camera system shall be included within the lump sum measurement.

Add the following new section and subsections:

**8-30 AUTOMATED TRAFFIC SIGNAL PERFORMANCE MEASURES**

(\*\*\*\*\*)

**CITY OF FEDERAL WAY**

**ADAPTIVE TRAFFIC SIGNAL CONTROL –  
CITY CENTER – PHASE 2  
PROJECT #36233**

**SP-88**

### **8-30.1 Description**

(\*\*\*\*\*)

The Contractor shall furnish, install, configure, and test an Automated Traffic Signal Performance Measures (ATSPM) system, including but not limited to all central server equipment, setup, configuration, testing, and training necessary to make the system complete and operational. The system shall be sized to meet the current and future demands of the agency's traffic signal system (assumed to be 100 traffic signals). The ATSPM system shall be capable of providing, at a minimum, the following types of reports:

- Purdue Phase Termination
- Split Monitor
- Pedestrian Delay
- Preemption Details
- Purdue Split Failure
- Yellow and Red Actuations
- Turning Movement Counts
- Approach Volume
- Approach Delay
- Arrivals on Red
- Purdue Coordination Diagram

#### **General**

The Automated Traffic Signal Performance Measures Service (SPM Service) shall be a cloud-based data and software service that shall allow the agency easy access to performance measures and visualizations derived from high-resolution data that is extracted from field-located traffic signal controllers.

#### **Signal Controller Data**

The SPM Service shall have the capability of collecting, storing, and analyzing high-resolution (10 Hz) traffic signal controller data from controllers that log this data in the industry-standard format (e.g., Indiana Traffic Signal Hi Resolution Data Logger Enumerations). The system shall be compatible with, at a minimum, the follow traffic signal controllers:

- Siemens
  - M50 Linux & M60 ATV
    - ECOM v3.52+
    - NTCIP v4.53+
- Econolite
  - Cobalt – Any version
  - ASC3 NEMA – v2.50+ & OS 1.14.03+
  - 2070 with 1C CPU Module – v32.50+
- Intelight Maxtime – v1.7.0+
- McCain ATC Omni eX1.6+
- Peek ATC Greenwave – v03.05.0528+
- Trafficware 980ATC v76.10+

#### **Data Acquisition and Transmission**

The SPM Service shall include SPM data collection software that is installed at the customer's site on a server (SPM data collection server) that is supplied by the agency that will meet the following specifications:

- Hyper-V VM Server with:
  - Two CPU Cores
  - 8GB Memory
  - 80GB VHD (dynamically expanding)
  - Windows Sever 2022 Standard

The server and software shall reside within the agency's traffic equipment network. The server shall have internet access. The software shall be configured by the vendor to run at specified intervals, connecting to each traffic signal controller, downloading stored high-resolution controller data off of them, and uploading the data to the SPM Service's secure HTTPS REST API endpoint.

In order to install and update the SPM data collection software, the vendor shall have access to the server, either remotely or on-site.

The following is required for data acquisition and transmission:

- The vendor shall work with the agency to acquire a list of controller IP addresses and port numbers.
- Outbound access from the SPM data collection server to field controllers via port 161 (UDP) or other designated port. This access shall be used to identify the controller firmware version via SNMP.
- Outbound access from the SPM data collection server to the field controllers (typically via port 22 for SFTP data transfer, port 21 for FTP data transfer, or other ports as designated by the controller manufacturer or agency).
- Access from the SPM data collection server to a designated IP address (to be supplied to the agency by the vendor) to the agency via Port 443 (TCP) for transfer of high-resolution data logs from the SPM data collection server to the SPM cloud hosted environment.

### **Service Setup Requirements**

To support the SPM service, the vendor shall acquire detector layouts and assignments. These shall be obtained from agency drawings if available, or otherwise shall be obtained from the ATMS or by field visits. The vendor shall perform set-up of the detector layouts and assignments within the SPM software tool.

### **Functional Requirements**

This section describes the functional requirements of the software tool (SPM tool) provided as part of the SPM service.

The SPM tool shall be available to users through a standard web browser.

The SPM tool shall display a map of all connected traffic signals.

The SPM tool shall allow users to navigate to signals of interest via a map, a list, and by search.

The SPM tool shall provide an interactive visualization that shows, for each phase and cycle during coordinated timing plans, when vehicles arrived at the intersection and whether they arrived during the programmed green split, yellow, red, or early return to green. The visualization shall provide metrics on the percentage of arrivals on green by plan and phase as well as the platoon ratio and whether it is favorable or unfavorable.

The SPM tool shall provide an interactive visualization of a timeline for each timing plan that shows preemption, signal priority, and pedestrian activity requests and when the intersection is in free, preempt, transition, vs in-step modes. The visualization shall provide metrics on the percentage of each coordinated timing plan spent in transition and the number of preempt events per timing plan.

The SPM tool shall provide an interactive visualization that shows, for each timing plan and phase, the percentage of terminations by type, the distribution of phase durations by termination type relative to the programmed split, and the percentage of cycles of each termination type that terminate with a vehicle left at the stop bar.

The SPM tool shall provide an interactive visualization that shows, for each phase and cycle over a day, the phase duration, how it terminated, and whether a vehicle was left at the stop bar when it terminated. The visualization shall display the programmed splits of each coordinated plan, pedestrian activity, as well as when each phase was skipped.

The SPM tool shall provide an interactive visualization to show vehicle arrivals into the intersection during the yellow clearance interval and all-red clearance intervals to help users assess red light running at intersections.

The SPM tool shall provide access to traffic volume counts at intersections with appropriate detection.

The SPM tool shall produce configurable, automated alerts of maintenance issues at intersections. Maintenance alerts shall include phases that exceed a configurable number of max-outs, force-offs, or ped calls during a configurable hour range, and advanced detectors with counts below a configurable threshold during a configurable hour range.

The SPM tool shall produce configurable, automated alerts of operational issues at intersections. Operational alerts shall include plans that exceed a configurable percentage of time spent in transition, plans that exceed a configurable number of preempt calls, plans and phases with unfavorable progression, and phases with a high number of terminations that leave vehicles at the stop bar.

## **Support**

The vendor shall provide 16 hours of training for four (4) staff, and the associated training materials and manuals, in a group-based setting (in-person classroom or virtual, as determined by the agency). Training topics shall include:

- General navigation and use of the SPM tool.
- Descriptions and use of the ATSPMs.
- Setup and configuration of additional intersections.
- Modifications to existing intersections.

- Setup and configuration of automated alerts for maintenance and operations issues.

The vendor shall provide technical support services, which shall include:

- Hosting the service in a cloud environment.
- Monitoring the collection and storage of data into the system and troubleshooting issues.
- Responding to user questions and bug reports.
- Regularly releasing new and improved versions of the software tool.

#### **8-30.4 Measurement**

(\*\*\*\*\*)

“ATSPM Initial Setup” shall be measured per lump sum.

“ATSPM First Year Subscription (Per Intersection)” shall be measured per each.

#### **8-30.5 Payment**

(\*\*\*\*\*)

Payment will be made in accordance with the following:

“ATSPM Initial Setup”, per lump sum.

The lump sum price for "ATSPM Initial Setup" shall be full pay for furnishing all labor, equipment, materials, and supplies necessary to complete the work as specified. All items and labor necessary to supply, install, and test the system, including but not limited to coordination with agency staff, training, system setup and configuration, SPM report setup and configuration, and all other components necessary to make a complete ATSPM system shall be included within the lump sum measurement. The lump sum price shall include the annual subscription costs for five (5) intersections.

“ATSPM First Year Subscription (Per Intersection)”, per each.

The unit Contract price for “ATSPM Annual Subscription (Per Intersection)” shall be full pay the first year’s subscription fee for use of the SPM Service for a compatible signalized intersection. All items and labor necessary to enable the SPM Service for a compatible signalized intersection shall include, but not be limited to, system setup and configuration, intersection setup and configuration, and technical support.

## **END OF DIVISION 8**

## DIVISION 9 MATERIALS

### **9-03 AGGREGATES**

#### **9-03.12 Gravel Backfill**

##### **9-03.12(6) Pit Run Sand** ***(April 12, 2018 CFW GSP)***

Section 9-03.12(6) is a new section:

<u>Sieve Size</u>	<u>Percent Passing</u>
3/8" square	100
U.S. No. 4	90
Sand Equivalent	30 minimum

##### **9-03.14(3) Common Borrow** ***(April 12, 2018 CFW GSP)***

Section 9-03.14(3) is modified with the following requirements:

Material from on-site excavations meeting the requirements for Common Borrow shall be used to the extent practicable. Material for common borrow shall consist of granular soil and/or aggregate which is free of trash, wood, debris, and other deleterious material.

Common Borrow material shall be at the proper moisture content for compaction. This material is generally moisture sensitive. The natural moisture content shall range from not more than 1 percent wet of optimum to not more than 3 percent dry of optimum as determined in accordance with Section 2-03.3(14)D. The material shall not pump or yield under the weight of compaction equipment and construction traffic. The Contractor is responsible for protecting the material from excess moisture wherever/whenever possible. To the extent practicable, this material should be handled only during non-rainy periods and should be removed, hauled, placed, and compacted into final embankments without intermediate handling or stockpiling. Surfaces should be graded and sloped to drain and should not be left uncompacted.

Common Borrow shall meet the following gradation limits:

<b>Sieve Size</b>	<b>Percent Passing (by weight)</b>
6" square <sup>1</sup>	100
4" square	90 – 100
2" square	75 - 100
U.S. No. 4	50 - 80
U.S. No. 40	50 max.
U.S. No 200	25 max.

<sup>1</sup> For geosynthetic reinforced walls or slopes, 100percent passing 1¼-inch square sieve and 90 to 100 percent passing the 1-inch square sieve.

Common Borrow shall contain sufficient fines for compaction and to bind the compacted soil mass together to form a stable surface when heavy construction equipment is operated on its surface.

**9-14 EROSION CONTROL AND ROADSIDE PLANTING**

**9-14.1 Materials Submittals and Acceptance**

*(January 10, 2022, WSDOT GSP, OPT1.2023)*

In the table in Section 9-14.1, the row for Compost is revised to read:

9-14.5(8)	Compost	<p>Cert &amp; following information is required to be submitted fourteen days prior to application.</p> <ul style="list-style-type: none"> <li>a) A copy of the Solid Waste Handling Permit issued to the manufacturer by the Jurisdictional Health Department in accordance with <a href="https://apps.leg.wa.gov/WAC/default.aspx?cite=173-350">https://apps.leg.wa.gov/WAC/default.aspx?cite=173-350</a> (Minimum Functions Standards for Solid Waste Handling).</li> <li>b) Compost Test Data submitted on WSDOT Form 220-038 that show the compost complies with the processes, testing, and standards specified in WAC 173-350 and this section. And independent Seal of Testing Assurance (STA) Program certified laboratory shall perform the testing within 90 calendar days of application.</li> <li>c) A copy of the manufacturer’s annual Seal of Testing Assurance STA certification as issued by the U.S. Composting Council.</li> <li>d) A sample of the compost approved for use.</li> <li>e) A list of feed stocks by volume for each compost type.</li> <li>f) Compliance with the applicable section.</li> </ul>
-----------	---------	---

**9-14.2 Topsoil**

**9-14.2(1) Topsoil Type A**

*(June 12, 2020 CFW GSP)*

Section 9-14.2(1) is supplemented with the following:

Topsoil Type A mix shall be 50% pure organic compost and 50% sand or sandy loam. The soil shall be high in organic content and comprised of fully composted and mature organic materials.

No fresh sawdust or other fresh wood by-products shall be added to extend the volume after the composting process.

Chemical and physical characteristics of Topsoil Type A shall comply with the following:

Screen Size	7/16" Maximum
Total Nitrogen	0.25% Minimum
Organic Matter	10% Minimum
pH Range	5.5 to 7.5
Conductivity	5 mmhos/cm Maximum

**9-14.3 Seed**

**(June 12, 2020 CFW GSP)**

Section 9-14.3 is supplemented with the following:

The grass seed dealer shall mix the grass seed only. The Contractor shall furnish the Engineer with a dealer's guaranteed statement of the composition, mixture, and the percentage of purity and germination of each variety. Seed shall be applied at manufacturer's recommended rate. Hydroseed shall be composed of the following varieties mixed in the proportions indicated, or approved equal:

<b>SEEDED LAWN MIXTURE</b>			
<b>NAME</b>	<b>BY WEIGHT</b>	<b>% PURITY</b>	<b>% GERMINATION</b>
Tall Fescue / Festuca arundinacea	40%	98%	90%
Creeping Red Fescue / Festuca rubra	25%	98%	90%
Highland Colonial Bentgrass / Agrostis capillaris var. 'Highland'	5%	98%	90%
Perennial Rye / Lolimum perenne (blend of two: 'Fiesta II', 'Prelude II', 'Commander')	30%	95%	90%

**SECTION 9-29 ILLUMINATION, SIGNAL, ELECTRICAL**

**9-29.1 Conduit, Innerduct, and Outerduct**

***(October 23, 2014 CFW GSP)***

Fiber optic cable conduit shall be supplied as a system from a single manufacturer providing all of the conduit, all required fittings, termination and other installation accessories; all in accordance with the Contract Documents.

**9-29.1(11) Foam Conduit Sealant**

***(January 7, 2019 WSDOT Option 1)***

Section 9-29.1(11) is supplemented with the following:

The following products are accepted for use as foam conduit sealant:

- CRC Minimal Expansion Foam (No. 14077)
- Polywater FST Foam Duct Sealant
- Superior Industries Foam Seal
- Todol Duo Fill 400

**9-29.2 Junction Boxes, Cable Vaults and Pull Boxes**

***(August 27, 2021 CFW GSP)***

Section 9-29.2 is supplemented with the following:

**Slip-Resistant Surfacing for Junction Boxes, Cable Vaults, Fiber Vaults, and Pull Boxes**

All lids located within sidewalk areas, along an ADA pedestrian route, or in other accessible surfaces within the public right-of-way or on publicly owned properties, must meet ADA requirements and be slip-resistant. Acceptable slip-resistant products shall be non-slip MMA coating. Placement of the non-slip MMA coating shall be in accordance with the manufacturer's recommendations.

Vertical edges of the utility shall be flush with the adjoining surface to the extent possible after installation.

**9-29.2(1)A2 Non-Concrete Junction Boxes**

***(February 3, 2020 CFW GSP)***

Section 9-29.2(1)A2 is replaced with the following:

Non-Concrete junction boxes are not allowed for use within the City of Federal Way.

**9-29.3 Fiber Optic Cable, Electrical Conductors and Cable**

***(December 13, 2012 CFW GSP)***

Section 9-29.3 is supplemented with the following:

Video cable from the camera (sensor) to the controller cabinet shall conform to the video detection manufacturer's recommendations.

**9-29.3(2)F Detector Loop Wire**

***(April 12, 2018 CFW GSP)***

Section 9-29.3(2)F is modified as follows:

Detector loop wire shall use 14 AWG stranded copper conductors, and shall conform to IMSA Specification 51-7, with cross-linked polyethylene (XLPE) insulation encased in a polyethylene outer jacket (PE tube).

**9-29.3(2)H Three-Conductor Shielded Cable**

***(March 13, 2012 CFW GSP)***

Section 9-29.3(2)H is supplemented with the following:

Lead-in cable back to the controller for pre-emption units shall be GTT detector 138 cable or equivalent.

**9-29.3(2)I Twisted Pair Communications Cable**

***(October 23, 2014 CFW GSP)***

Section 9-29.3(2)I is deleted in its entirety. See Section 8-20.3(8)A.

**9-29.3(2)J Ethernet Cable**

***(\*\*\*\*\*)***

Section 9-29.3(2)J is supplemented with the following:

Ethernet cables shall be gel-free, and at a minimum, shall meet IEEE 802.3bt Type 3 ratings.

**9-29.13(10)A Auxiliary Equipment for NEMA Controllers**

***(February 2, 2012 CFW GSP)***

Section 9-29.13(10)A is modified as follows:

Paragraph 1, Item 1 is supplemented with the following:

All flasher units shall as a minimum meet NEMA TS-2 1992, Section 6 requirements and shall be EDI Model 810 or approved equal.

Paragraph 1, Item 2 is supplemented with the following:

All load switches shall as a minimum meet NEMA TS-2 1992, Section 6 requirements and shall be EDI Model 510 or approved equal.

Paragraph 1, Item 3a is deleted and replaced with the following:

A 50-amp main breaker shall be supplied. This breaker shall supply power to the controller, MMU, signals, cabinet power supply, and auxiliary panels.

Paragraph 1, Item 3b is deleted and replaced with the following:

A 15-amp auxiliary breaker shall supply power to the fan, light, and GFI outlet.

Paragraph 1, Item 3c is supplemented with the following:

Spare neutral buss bars shall be provided on the bottom left and right of the cabinet.

Paragraph 1, Item 3 is supplemented with the following:

- g. A normally-open, 60-amp, solid-state device, "Crydom CWA 4850 relay", or approved equivalent.
- h. The power panel shall be covered by an easily removable, clear Plexiglas cover.

Paragraph 1, Item 4 is supplemented with the following:

Inside the police door there shall be a flash switch, which shall be the only switch on that panel. The switch shall have two positions, "Auto" and "Flash". The up position shall be "Auto" and result in normal signal operation. The down position shall be "Flash" and will put the signal into flashing operation and apply stop time to the controller. The switch shall be a general-purpose bat style toggle switch with 0.688-inch-long bat. The switch shall have a protective cover, which must be lifted to operate the switch.

Paragraph 1, Item 6 is supplemented with the following:

Cabinets shall be equipped with a NEMA TS2 Type 16 Malfunction Management Unit.

Paragraph 1, Item 7, sub-paragraph 1 is deleted and the section is supplemented with the following:

The detector interface panel shall support up to 32 channels of detection and four channels of preemption devices.

#### **Detector Racks**

Two vehicle detector amplifier racks and two detector interface panels shall be provided in each cabinet. Each rack shall support up to 16 channels of loop detection, one 4-channel preemption device, and one BIU.

Paragraph 1, Item 8 is supplemented with the following:

There shall be terminal strips for field wiring in the controller cabinet. The terminals shall be numbered in accordance to the field wiring chart included in these Specifications. A common buss bar with a minimum of 15 spare terminals shall be available after the cabinet is fully wired. In addition, a 15 terminal bar shall be provided for the pedestrian common and a terminal shall be provided for each signal head neutral. The buss

bars shall be located on the left side wall of the cabinet. Only King County numbers shall be shown, as described in Section 8-20.3(8).

**Pedestrian Detector Field Wiring**

All pedestrian detectors shall be connected between logic ground and their appropriate field terminal. The terminals shall be grouped together and located in the lower left side panel.

**Main Panel and Wire Terminations**

All wires terminated behind the main panel and other panels shall be SOLDERED. No pressure or solderless connectors shall be used. Printed circuit boards shall **NOT** be used on main panels.

**Field Terminal Locations**

Field terminals shall be located at the bottom of the backboard. Their order shall be left to right beginning with phase one and following the order of the load switches. Field terminals shall be of the Screw type per NEMA TS2 5.3.6.

Paragraph 1, Item 9 is supplemented with the following:

The cabinet shall be provided with a thermostatically-controlled (adjustable between 80-150 degrees F) ventilation fan and shall be installed in the top of the cabinet plenum.

Paragraph 1, Item 10 is deleted and replaced with the following:

The cabinet shall have an incandescent lighting fixture that shall be mounted on the inside top of the cabinet near the front edge. An on/off switch that is turned on when the cabinet door is opened and off when it is closed shall activate the incandescent light. The lamp socket shall be placed on the circuit with convenience outlets which shall be protected by a circuit breaker rated at 25 amps. An incandescent 150-watt bulb shall be provided.

Paragraph 1, Item 11 is supplemented with the following:

All Controller and Malfunction Management Unit cables shall be of sufficient length to access any shelf position. All cables shall be encased in a protective sleeve along their entire free length.

**Color Coding**

All cabinet wiring shall be color coded as follows:

Purple	=	MMU Wiring
Orange	=	Flash Color Programming
Brown	=	Green Signal Wiring
Yellow	=	Yellow Signal Wiring
Red	=	Red Signal Wiring
Blue	=	Controller wiring
Gray	=	DC ground
AC+	=	Black
AC-	=	White

Chassis Ground = Green

Paragraph 1 is supplemented with the following:

13. Main Panel Configuration - The main panel shall be fully wired in the following configuration:
  - a) Sixteen (16) load sockets.
  - b) Six (6) flash-transfer-relay sockets.
  - c) One (1) flasher socket.
  - d) Two (2) main panel rack slots for BIUs 1 and 2. Two rack slots for Terminal and Facilities BIU's 3 and 4 which shall be wired to numbered terminal strips.
  - e) Wiring for 2 detector racks and 1 Type-16 MMU.
14. Lightning Suppression - The cabinet shall be equipped with an Innovative Technologies Model HS-P-SP-120A-60A-RJ or approved equivalent surge arrester.
15. Convenience Outlets - One convenience outlet with a ground fault interrupter and a second convenience outlet without ground fault interrupter shall be furnished in the cabinet(s). The ground fault outlet shall be mounted one on right side of the cabinet, near the top shelf, and the non-ground fault outlet shall be mounted on the left side of the cabinet, near the top shelf. No outlets shall be mounted on the door. The convenience outlets shall be placed on the circuit with the lamp socket which shall be protected by a circuit breaker rated at 25 amps.
16. Loop Detector Units:
  - (a) Cabinets shall be supplied with eight 4-channel loop detectors minimum or sixteen 4-channel loop detectors maximum as shown on the Plans. Loop detectors shall meet TS2 Specifications.
  - (b) Equipment and loop detection for advanced loops shall be as shown in the plans.

17. Telemetry Interface Panel - All cabinets shall be wired with a telemetry interface panel and telemetry connecting cable so as to work with the master cabinet. In addition, every cabinet shall also be wired for transient suppression (Model # EDCO PC642C-00-AD or approved equivalent).
18. Preemption - The cabinet shall be completely wired to accept and service calls from GTT (formerly 3M) Opticom, Model 764 multimode phase-selector modules and their related optical-detector units.
19. Buss Interface Unit - Buss interface units (BIUs) shall meet all TS2-1992 Section 8 requirements. In addition, all BIUs shall provide separate front panel indicator light emitting diode (LEDs) for Valid Data.
20. Cabinet Power Supply - The cabinet power supply shall as a minimum meet all TS2-1992, Section 5.3.5 requirements. All power supplies shall also provide a separate front panel indicator LED for each of the four outputs. Front panel banana jack test points for 24 VDC and logic ground shall also be provided.
21. Fiber Optic Interconnect - The cabinet shall be furnished with equipment to accommodate the fiber optic interconnect cable including an IFS model D9130 fiber to serial modem or approved equal and RuggedCom brand Ethernet switch(s) including RuggedSwitch RS900G (fiber only), RuggedSwitch RS900L (fiber and copper) and/or RuggedSwitch RS930L (copper only) or approved equal(s).
22. Inside Control Panel Switches - Service Panel Switches
  - (a) Power Switches: There shall not be a main power switch inside the cabinet(s) that shall render all control equipment electrically dead when turned off. There shall be a controller power switch that shall render the controller and load switching devices electrically dead while maintaining flashing operation for purposes of changing the controller or load switching devices. The switch shall be a general-purpose bat style toggle switch with .688-inch-long bat. The switch shall have a protective cover, which must be lifted to operate the switch.
  - (b) Stop Time Switch: There shall be a 3-position switch located inside the cabinet door identified as the Stop Time switch. Its positions shall be labeled "Normal" (up), "Off" (center), and "On" (down). With the switch in its Normal position, a stop timing command may be applied to the controller by the police flash switch or the conflict monitor unit. When the switch is in its "Off" position, stop-timing commands shall be removed from the controller. The "On" position of the switch shall cause the controller to stop timing. The switch shall be a general-purpose bat style toggle switch with .688-inch-long bat. The switch shall have a protective cover, which must be lifted to operate the switch.
  - (c) Technician Flash Switch: There shall be a switch inside the cabinet to place the signal in flashing operation while the controller continues to operate. This flash shall have no effect on the operation of the controller or conflict monitor. The switch shall be a general-purpose bat style toggle switch with .688-inch-long bat.

The switch shall have a protective cover, which must be lifted to operate the switch.

- (d) Detector Test Switches: All eight controller phase inputs shall have push button momentary test switches. Each switch shall be connected to the first channel of each detector card input to the BIU. All eight pedestrian phases shall have push button momentary test switches by phase. These switches shall be located inside the cabinet door and labeled by associated phase number. A see-through Plexiglas cover shall cover all detector disconnect/test switches.
- (e) Preempt Test Switches: All Six preempt inputs shall have disconnect/test switches. These switches shall have three positions labeled "Normal" (up) which shall connect the controller to the Opticom output: "Off" (center) which shall isolate the controller from the Opticom output: and "Test" (down) which shall provide a momentary true input to the controller.
- (f) Switches shall be in groups of eight (8), matching the phase groupings of the intersection.

Section 9-29.13(10)C is supplemented with the following:

"Plug and Play" Cabinets are not acceptable.

"Modular" Main Panels shall not be permitted.

Section 9-29.13(10)C is modified as follows:

Paragraph 1, Item 1 is deleted and replaced with the following:

**Cabinet Construction**

A complete NEMA TS2 Type 1 eight-phase cabinet shall be supplied and installed by the Contractor. The size of the cabinet shall be Type 6 (P 55"). Cabinets shall meet, as a minimum, all applicable sections of the NEMA Standard Publication No. TS2-1998. Where differences occur, this Specification shall govern. The cabinets shall meet the following criteria:

1. Material shall be 5052-H32 0.125-inch-thick aluminum.
2. The cabinet shall be supplied with a natural finish inside and out, unless otherwise specified.
3. The door hinge shall be of the continuous type with a stainless steel hinge pin.
4. All external fasteners shall be stainless steel.
5. The door handle shall be cast aluminum.
6. All seams shall be sealed with RTV sealant or equivalent material on the interior of the cabinet.

Paragraph 1, Item 2 is deleted and replaced with the following:

The cabinet shall contain shelving, brackets, racks, etc., to support the controller and auxiliary equipment. All equipment shall set squarely on shelves or be mounted in racks and shall be removable without turning, tilting, rotating or relocating one device to remove another.

### **Shelf Height**

The cabinet shall be supplied with two removable shelves manufactured from 5052-H32 aluminum. The shelves must have the ability of being removed and reinstalled WITHOUT the use of hand tools.

Paragraph 1, Item 4 is supplemented with the following:

#### **Air Filter Assembly**

The cabinet air filter shall be a one-piece removable, noncorrosive, vermin- and insect-proof air filter and shall be secured to the air entrance of the cabinet.

Paragraph 1 is supplemented with the following:

6. Additional Panel Space - Adequate space shall be left open for the addition of a master interface panel and an AVI interface panel.

## **9-29.18 Vehicle Detector**

### **9-29.18(3) Video Detection System**

***(June 12, 2020 CFW GSP)***

Section 9-29.18(3) is a new section:

All video detection system items and materials furnished shall be new, unused, current production models installed and operational in a user environment and shall be items currently in distribution. The products shall have a proven record of field use at other installations for at least two (2) years of service not including prototype field trials prior to installation. Contractor shall provide Econolite AutoScope Vision, Trafficon, GRIDSMART, Iteris or approved equal video detection system. Approved equal video detection systems shall meet the following:

#### **General**

The detection of vehicles passing through the field-of-view of an image sensor shall be made available to a large variety of end user applications as simple contact closure outputs that reflect the current real-time detector or alarm state (on/off) or as summary traffic statistics that are reported locally or remotely. The contact closure outputs shall be provided to a traffic signal controller and comply with the National Electrical Manufacturers Association (NEMA) type C or D detector rack file standards.

The system architecture shall fully support Ethernet networking of system components through a variety of industry standard and commercially available infrastructures that are used in the traffic industry. The data communications shall support direct connect, modem and multi-drop interconnects. Simple, standard Ethernet wiring shall be supported to minimize overall system cost and improve reliability, utilizing existing infrastructure and ease of system installation and maintenance. Both streaming video and data communications shall be

capable of being interconnected over long distance through fiber optic, microwave or other commonly used digital communications transport configurations.

In terms of the software application side of the network, the system shall be integrated through a client-server relationship. A communications server application shall provide the data communications interface between as few as one to as many as hundreds of Machine Vision Processors (MVP) sensors (otherwise referred to as video detection cameras with built in processors) and a number of client applications. The client applications shall either be hosted on the same PC as the communications server or may be distributed over a local area network of PC's using the industry standard TCP/IP network protocol. Multiple client applications shall execute simultaneously on the same host or multiple hosts, depending on the network configuration. Additionally, a web-browser interface shall allow use of industry standard internet web browsers to connect to MVP sensors for setup, maintenance and playing digital streaming video.

Approved equal GRIDSMART systems shall track individual vehicles entering the field of vision through detection zones from one camera located in the intersection, collect 24-hour approach volume, turning movement, and vehicle classification count data, and signal performance metrics. Larger intersections may require 2 cameras to include all advanced detection zones.

### **System Hardware**

The video detection system hardware shall consist of the following components:

1. A color, 22x zoom Machine Vision Processor (MVP) sensor.
2. A modular cabinet interface unit.
3. A communication interface panel.
4. Surge suppresser/ lightning protection.
5. A portable color monitor to be permanently placed within the signal controller cabinet.
6. All other necessary equipment for setup, maintenance and operation of the video detection system including but not limited to programming device and specialty tools.

The real-time performance shall be observed by viewing the video output from the sensor with overlaid flashing detectors to indicate current detection state (on/off). The MVP sensor shall be capable of optionally storing cumulative traffic statistics internally in non-volatile memory for later retrieval and analysis.

The MVP shall communicate to the modular cabinet interface unit via the communications interface panel and the software applications using the industry standard TCP/IP network protocol. The MVP shall have a built-in, Ethernet-ready, Internet Protocol (IP) address and shall be addressable with no plug in devices or converters required. The MVP shall provide standard MPEG-4 streaming digital video. Achievable frame rates vary from 5 to 30 frames per second as a function of video quality and available bandwidth.

The modular cabinet interface unit shall communicate directly with up to eight (8) MVP sensors and shall comply with form factor and electrical characteristics to plug directly into a NEMA type C or D detector rack providing up to thirty-two (32) inputs and sixty-four (64) outputs to a traffic signal controller.

The communications interface panel shall provide four (4) sets of three (3) electrical terminations for three wire power cables for up to eight (8) MVP sensors that may be mounted on a pole or mast arm with a traffic signal cabinet or junction box. The communication interface panel shall provide high-energy transient protection to electrically protect the modular cabinet interface unit and connected MVP sensors. The communications interface panel shall provide single-point Ethernet connectivity via RJ45 connector for communication to and between the modular cabinet interface module and the MVP sensors.

The Gridsmart detection system shall consist of the following components and (part numbers):

1. One GRIDSMART ultra-wide angle fisheye camera with sealed enclosure. (GS-3-CAM) A second camera may be required at larger intersections as determined by the City Traffic Engineer.
2. One GRIDSMART GS2 Processing Unit, rack or shelf mount with two camera interface and GRIDSMART software. (GS-3-GS2)
3. One GRIDSMART TS2 Connector Kit for GS-3-GS2, includes SDLC connector to be used for TS2 environments. (GS2-TS2-OPT)
4. One SDLC Patch Cable, 6ft minimum. (WPS-SDLC)
5. One Swivel Bracket Camera Mounting Hardware with junction box and connector. (GS-3-SMC)
6. One Standard Cable Clamp, 66" cable length, natural aluminum finish. (SBC66-SCK)
7. One Video Detection Camera Mounting Arm Pole, 90 degrees, 58". (GS-3-A58)
8. Up to 300 feet of Detection Comm Cable, Ethernet, Cat 5E 350Mhz, outdoor rated, direct burial, CMX, Shielded, Gel. (CAT5)

### **System Software**

The MVP sensor embedded software shall incorporate multiple applications that perform a variety of diagnostic, installation, fault tolerant operations, data communications, digital video streaming and vehicle detection processing. The detection shall be reliable, consistent and perform under all weather, lighting and traffic congestion levels. An embedded web server shall permit standard internet browsers to connect and perform basic configuration, maintenance and video streaming services.

There shall be a suite of client applications that reside on the host client/server PC. The applications shall execute under Microsoft Windows 7, Vista or XP. Client applications shall include:

1. Master network browser: Learn a network of connected modular cabinet interface units and MVP sensors, display basic information and launch applications software to perform operations within that system of sensors.
2. Configuration setup: Create and modify detector configurations to be executed on the MVP sensor and the modular cabinet interface unit.

3. Operation log: Retrieve, display and save field hardware run-time operation logs of special events that have occurred.
4. Streaming video player: Play and record streaming video with flashing detector overlay.
5. Data retrieval: Fetch once or poll for traffic data and alarms and store on PC storage media.
6. Communications server: Provide fault-tolerant, real-time TCP/IP communications to/from all devices and client applications with full logging for systems integration.

The Gridsmart software system shall consist of the following:

1. The latest version of the GRIDSMART Client Software with virtual pan-tilt-zoom functionality. Shall allow the Engineer to configure, view, and manage intersection detection in real time. The system shall be able to automatically email the Engineer reports and alerts.
2. The latest version of the GRIDSMART Performance module which provides counting, classification, turning movements, and signal performance metrics. (GS-3-PFM)

Additional GRIDSMART software modules requested by the City Traffic Engineer may include, but are not limited to the following:

1. Performance Plus module
2. Pedestrian module
3. STREETSMART congestion management technology

#### **Machine Vision Processor (MVP) Sensor**

The MVP sensor shall be an integrated imaging color CCD array with zoom lens optics, high-speed, dual-core image processing hardware bundled into a sealed enclosure. The CCD array shall be directly controlled by the dual-core processor, thus providing high-quality video for detection that has virtually no noise to degrade detection performance. It shall be possible to zoom the lens as required for setup and operation. It shall provide JPEG video compression as well as standard MPEG-4 digital streaming video with flashing detector overlay. The MVP shall provide direct real-time iris and shutter speed control. The MVP image sensor shall be equipped with an integrated 22x zoom lens that can be changed using configuration computer software. The digital streaming video output and all data communications shall be transmitted over the three-wire power cable.

The MVP sensor shall operate on 110/220 VAC, 50/60Hz at a maximum of 25 watts. The camera and processor electronics shall consume a maximum of 10 watts and the remaining 15 watts shall support an enclosure heater.

Placement of detection zones shall be by means of a PC with a Windows 7, Vista or XP operating system with a keyboard and mouse. The detection zones shall be superimposed on images of the traffic scenes and viewable as such on the PC monitor. The detection zones shall be created by using a mouse to draw the detection zones on the PC monitor. Using the mouse and keyboard it shall be possible to place, size and orient detection zones to provide optimal road coverage for vehicle detection. It shall be possible to download detector

configurations from the PC to the MVP sensor and cabinet interface module, to retrieve the detector configuration that is currently running in the MVP sensor and to back up detector configurations by saving them to a PC storage device.

The video detection system shall optimally detect vehicle passage and presence when the MVP sensor is mounted thirty (30) feet or higher above the roadway, when the image sensor is adjacent to the desired coverage area and when the distance to the farthest detection zone locations are not greater than ten (10) times the mounting height of the MVP. The recommended deployment geometry for optimal detection also requires that there be an unobstructed view of each traveled lane where detection is required. Although optimal detection may be obtained when the MVP is mounted directly above the traveled lanes, the MVP shall not be required to be directly over the roadway. The MVP shall be able to view either approaching or receding traffic or both in the same field of view. The preferred MVP sensor orientation shall be to view approaching traffic since there are more high contrast features on vehicles as viewed from the front rather than the rear. The MVP sensor placed at a mounting height that maximizes vehicle image occlusion shall be able to simultaneously monitor a maximum of six (6) traffic lanes when mounted at the road-side or up to eight (8) traffic lanes when mounted in the center with four lanes on each side.

#### **Modular Cabinet Interface Unit**

The modular cabinet interface unit shall provide the hardware and software means for up to eight (8) MVP sensors to communicate real-time detection states and alarms to a local traffic signal controller. It shall comply with the electrical and protocol specifications of the detector rack standards. The card shall have 1500 Vrms isolation between rack logic ground and street wiring.

The modular cabinet interface unit shall be a simple interface card that plugs directly into a NEMA type C or D detector rack. The modular cabinet interface unit shall occupy only two (2) slots of the detector rack. The modular cabinet interface unit shall accept up to sixteen (16) phase inputs and shall provide up to twenty-four (24) detector outputs.

#### **Communications Interface Panel**

The communications interface panel shall support up to eight (8) MVP sensors and shall accept 110/220 VAC, 50/60 Hz Power. The communications interface panel shall provide predefined wire termination blocks for MVP sensor power connections, a Broadband-over-Power-Line (BPL) transceiver to support up to 10Mb/s interdevice communications, electrical surge protectors to isolate the modular cabinet interface unit and MVP sensors and an interface connector to cable directly to the modular cabinet interface unit.

The communications interface panel shall provide power for up to eight (8) MVP sensors, taking local line voltage 110/220 VAC, 50/60 Hz and producing 110/220 VAC, 50/60 Hz, at about 30 watts to each MVP sensor. Two 1.25 amp SLO-BLO fuses shall protect the communications interface panel.

#### **Surge Suppressor**

An EDCO CX06-BNCY or approved equal transient surge suppressor shall be provided for each MVP sensor.

### **Installation and Training**

The product supplier of the video detection system shall supervise the installation and the testing of the video equipment. A factory certified representative from the manufacturer shall be on-site during installation. The factory representative shall install, make fully operational, and test the system as indicated on the intersection drawings and this specification.

One day of training shall be provided to personnel of the City of Federal Way and King County in the operation, set-up and maintenance of the video detection system. Instruction and materials shall be produced for a maximum of 7 persons and shall be conducted at the City of Federal Way City Hall or King County signal shop.

### **Warranty**

The video detection system shall be warranted against manufacturing defects in materials and workmanship for a period of no less than three (3) years from date of installation. The video detection supplier shall provide all documentation necessary to maintain and operate the system. The supplier shall maintain a program for technical support and software updates following the expiration of the warranty period.

### **9-29.18(4) Hybrid Radar/Video Detection System**

(\*\*\*\*\*)

Section 9-29.18(3) is a new section:

All hybrid radar/video detection system items and materials furnished shall be new, unused, current production models installed and operational in a user environment and shall be items currently in distribution. Contractor shall provide Iteris Vantage Vector Hybrid with associated mounting equipment and Vantage Next cabinet interface unit.

### **9-29.22 Vacant**

(\*\*\*\*\*)

Section 9-29.22 is deleted and replaced with the following:

### **9-29.22 CCTV Camera System**

All CCTV camera system items and materials furnished shall be new, unused, current production models installed and operational in a user environment and shall be items currently in distribution. Contractor shall provide the following items, as shown on the Plans:

#### **Avigilon Multisensor Camera (Part Number 20C-H4A-4MH-360)**

- Pendant Mount Adapter (Part Number H4AMH-AD-PEND1)
- Pendant NPT Adapter (Part Number IRPTZ-MNT-NPTA1)
- Dome Cover (Part Number H4AMH-DO-COVR1-SMOKE)

#### **Avigilon PTZ Camera (Part Number 2.0C-H5A-PTZ-DP36)**

CCTV Camera IP Licenses (Part Number ACC7-ENT)

- One license shall be provided for each CCTV camera

Axis T91B67 Mounts (Part Number 01473-001)

- Mount shall be rotated to allow for horizontal mounting on the luminaire arm. Install 1.5" NPT female coupler, painted white to match camera housing, between the mount and the NPT adapter/PTZ camera.

**9-35 Temporary Traffic Control Materials**

**9-35.5 Portable Changeable Message Signs**  
***(January 10, 2022, WSDOT GSP, Option 1.2023)***

Section 9-35.5 is revised to read:

PCMS, mPCMS, and truck mounted PCMS shall meet the requirements of the MUTCD and the following general requirements:

1. Use light emitting diode (LED) technology capable of emitting a yellow or amber image when displayed with a flat black image matching the background when not activated.
2. Be capable of displaying 3-lines of at least 8 alphanumeric characters with a minimum of one pixel separation between each line.
3. Be capable of displaying 2 phases of messages at 2.0 second display each in addition to 3 phases of messages at 1.5 second display each.
4. PCMS characters shall be at least 18 inches in height.
5. mPCMS characters shall be at least 12 inches in height.
6. Truck-mounted PCMS characters shall be at least 10 inches in height.
7. The sign display shall be covered by a stable, impact resistant polycarbonate face. The sign face shall be non-glare from all angles and shall not degrade due to exposure to ultraviolet light.
8. Be capable of simultaneously activating all pixels for the purpose of pixel diagnostics. This feature shall not occur when the sign is displaying an active message.
9. The light source shall be energized only when the sign is displaying an active message.
10. Primary source of power shall be solar power with a battery backup to provide continuous operation when failure of the primary power source occurs.
11. The sign controller software shall be NTCIP compliant.

The PCMS panels and related equipment shall be permanently mounted on a trailer or truck with all needed controls and power generating equipment.

## **Standard Plans**

***(January 10, 2022 WSDOT)***

The State of Washington Standard Plans for Road, Bridge and Municipal Construction M21-01, effective September 13, 2021 is made a part of this contract.

The Standard Plans are revised as follows:

B-90.40

Valve Detail – DELETED

C-8

DELETED

C-8a

DELETED

C-20.10

Note 1: "Refer to Standard Plan C-1b and C-20.11 for additional details not shown on this plan." is revised to read: "Refer to Standard Plan C-1b for additional details not shown on this plan."

C-60.10

Sheet 1, ADD Note: NOTE: STEEL WELDED WIRE REINFORCEMENT DEFORMED FOR CONCRETE MAY BE SUBSTITUTED FOR REINFORCING STEEL IN ACCORDANCE WITH STANDARD SPECIFICATION, SECTION 6-10.3

Sheet 2, New Note 5: The connecting pin may be fabricated with a forged head as shown on Standard Plan C-60.15."

C-60.80

DELETED

C85.16

DELETED

C85.20

DELETED

D-10.10

Wall Type 1 may be used if no traffic barrier is attached on top of the wall. Walls with traffic barriers attached on top of the wall are considered non-standard and shall be designed in accordance with the current WSDOT Bridge Design Manual (BDM) and the revisions stated in the 11/3/15 Bridge Design memorandum.

D-10.15

Wall Type 2 may be used if no traffic barrier is attached on top of the wall. Walls with traffic barriers attached on top of the wall are considered non-standard and shall be designed in accordance with the current WSDOT BDM and the revisions stated in the 11/3/15 Bridge Design memorandum.

D-10.30

Wall Type 5 may be used in all cases.

D-10.35

Wall Type 6 may be used in all cases.

D-10.40

Wall Type 7 may be used if no traffic barrier is attached on top of the wall. Walls with traffic barriers attached on top of the wall are considered non-standard and shall be designed in accordance with the current WSDOT BDM and the revisions stated in the 11/3/15 Bridge Design memorandum.

D-10.45

Wall Type 8 may be used if no traffic barrier is attached on top of the wall. Walls with traffic barriers attached on top of the wall are considered non-standard and shall be designed in accordance with the current WSDOT BDM and the revisions stated in the revisions stated in the 11/3/15 Bridge Design memorandum.

D-15.10

STD Plans D-15 series "Traffic Barrier Details for Reinforced Concrete Retaining Walls" are withdrawn. Special designs in accordance with the current WSDOT BDM are required in place of these STD Plans.

D-15.20

STD Plans D-15 series "Traffic Barrier Details for Reinforced Concrete Retaining Walls" are withdrawn. Special designs in accordance with the current WSDOT BDM are required in place of these STD Plans.

D-15.30

STD Plans D-15 series "Traffic Barrier Details for Reinforced Concrete Retaining Walls" are withdrawn. Special designs in accordance with the current WSDOT BDM are required in place of these STD Plans.

G-90.11

DELETED

G-90.40

DELETED

J-10.16

Key Note 1, Standard Plan J-10.30 revised to Standard Plan J-10.14

J-10.17

Key Note 1, Standard Plan J-10.30 revised to Standard Plan J-10.14

J-10.18

Key Note 1, Standard Plan J-10.30 revised to Standard Plan J-10.14

J-20.26

Add Note 1, "1. One accessible pedestrian pushbutton station per pedestrian pushbutton post."

J-20.16

View A, callout, was – LOCK NIPPLE, is revised to read; CHASE NIPPLE

J-21.10

Sheet 1, Elevation View, Round Concrete Foundation Detail, callout – "ANCHOR BOLTS ~ 3/4" (IN) x 30" (IN) FULL THREAD ~ THREE REQ'D. PER ASSEMBLY" IS REVISED TO READ: "ANCHOR BOLTS ~ 3/4" (IN) x 30" (IN) FULL THREAD ~ FOUR REQ'D. PER ASSEMBLY"

Sheet 1 of 2, Elevation view (Round), add dimension depicting the distance from the top of the foundation to find 2 #4 reinforcing bar shown, to read; 3" CLR.. Delete "(TYP.)" from the 2 1/2" CLR. dimension, depicting the distance from the bottom of the foundation to find 2 # 4 reinf. Bar.

Sheet 1 of 2, Elevation view (Square), add dimension depicting the distance from the top of the foundation to find 1 #4 reinforcing bar shown, to read; 3" CLR. Delete "(TYP.)" from the 2 1/2" CLR. dimension, depicting the distance from the bottom of the foundation to find 1 # 4 reinf. Bar.

Sheet 2 of 2, Elevation view (Round), add dimension depicting the distance from the top of the foundation to find 2 #4 reinforcing bar shown, to read; 3" CLR. Delete "(TYP.)" from the 2 1/2" CLR. dimension, depicting the distance from the bottom of the foundation to find 2 # 4 reinf. Bar.

Sheet 2 of 2, Elevation view (Square), add dimension depicting the distance from the top of the foundation to find 1 #4 reinforcing bar shown, to read; 3" CLR. Delete "(TYP.)" from the 2 1/2" CLR. dimension, depicting the distance from the bottom of the foundation to find 1 # 4 reinf. Bar.

Detail F, callout, "Heavy Hex Clamping Bolt (TYP.) ~ 3/4" (IN) Diam. Torque Clamping Bolts (see Note 3)" is revised to read; "Heavy Hex Clamping Bolt (TYP.) ~ 3/4" (IN) Diam. Torque Clamping Bolts (see Note 1)"

Detail F, callout, "3/4" (IN) x 2' – 6" Anchor Bolt (TYP.) ~ Four Required (See Note 4)" is revised to read; "3/4" (IN) x 2' – 6" Anchor Bolt (TYP.) ~ Three Required (See Note 2)"

J-21.15

Partial View, callout, was – LOCK NIPPLE ~ 1 1/2" DIAM., is revised to read; CHASE NIPPLE ~ 1 1/2" (IN) DIAM.

J-21.16

Detail A, callout, was – LOCKNIPPLE, is revised to read; CHASE NIPPLE

J-22.15

Ramp Meter Signal Standard, elevation, dimension 4' - 6" is revised to read; 6'-0" (2x)

Detail A, callout, was – LOCK NIPPLE ~ 1 1/2" DIAM. is revised to read; CHASE NIPPLE ~ 1 1/2" (IN) DIAM.

J-40.10

Sheet 2 of 2, Detail F, callout, "12 – 13 x 1 1/2" S.S. PENTA HEAD BOLT AND 12" S. S. FLAT WASHER" is revised to read; "12 – 13 x 1 1/2" S.S. PENTA HEAD BOLT AND 1/2" (IN) S. S. FLAT WASHER"

J-40.36

Note 1, second sentence: "Finish shall be # 2B for backbox and # 4 for the cover." Is revised to read: "Finish shall be # 2B for barrier box and HRAP (Hot Rolled Annealed and Pickled) for the cover.

J-40.37

Note 1, second sentence: "Finish shall be # 2B for backbox and # 4 for the cover." Is revised to read: "Finish shall be # 2B for barrier box and HRAP (Hot Rolled Annealed and Pickled) for the cover.

J-75.20

Key Notes, note 16, second bullet point, was: "1/2" (IN) x 0.45" (IN) Stainless Steel Bands", add the following to the end of the note: "Alternate: Stainless steel cable with stainless steel ends, nuts, bolts, and washers may be used in place of stainless steel bands and associated hardware."

The following are the Standard Plan numbers applicable at the time this project was advertised. The date shown with each plan number is the publication approval date shown in the lower right-hand corner of that plan. Standard Plans showing different dates shall not be used in this contract.

A-10.10-00.....8/7/07	A-30.35-00.....10/12/07	A-50.10-01.....8/17/21
A-10.20-00.....10/5/07	A-40.00-00.....8/11/09	A-50.40-01.....8/17/21
A-10.30-00.....10/5/07	A-40.10-04.....7/31/19	A-60.10-03.....12/23/14
A-20.10-00.....8/31/07	A-40.15-00.....8/11/09	A-60.20-03.....12/23/14
A-30.10-00.....11/8/07	A-40.20-04.....1/18/17	A-60.30-01.....6/28/18
A-30.30-01.....6/16/11	A-40.50-02.....12/23/14	A-60.40-00.....8/31/07
B-5.20-03.....9/9/20	B-30.50-03.....2/27/18	B-75.20-03.....8/17/21
B-5.40-02.....1/26/17	B-30.60-00.....9/9/20	B-75.50-01.....6/10/08
B-5.60-02.....1/26/17	B-30.70-04.....2/27/18	B-75.60-00.....6/8/06
B-10.20-02.....3/2/18	B-30.80-01.....2/27/18	B-80.20-00.....6/8/06
B-10.40-02.....8/17/21	B-30.90-02.....1/26/17	B-80.40-00.....6/1/06
B-10.70-02.....8/17/21	B-35.20-00.....6/8/06	B-85.10-01.....6/10/08
B-15.20-01.....2/7/12	B-35.40-00.....6/8/06	B-85.20-00.....6/1/06
B-15.40-01.....2/7/12	B-40.20-00.....6/1/06	B-85.30-00.....6/1/06
B-15.60-02.....1/26/17	B-40.40-02.....1/26/17	B-85.40-00.....6/8/06
B-20.20-02.....3/16/12	B-45.20-01.....7/11/17	B-85.50-01.....6/10/08
B-20.40-04.....2/27/18	B-45.40-01.....7/21/17	B-90.10-00.....6/8/06
B-20.60-03.....3/15/12	B-50.20-00.....6/1/06	B-90.20-00.....6/8/06
B-25.20-02.....2/27/18	B-55.20-03.....8/17/21	B-90.30-00.....6/8/06
B-25.60-02.....2/27/18	B-60.20-02.....9/9/20	B-90.40-01.....1/26/17
B-30.05-00.....9/9/20	B-60.40-01.....2/27/18	B-90.50-00.....6/8/06
B-30.10-03.....2/27/18	B-65.20-01.....4/26/12	B-95.20-02.....8/17/21
B-30.15-00.....2/27/18	B-65.40-00.....6/1/06	B-95.40-01.....6/28/18
B-30.20-04.....2/27/18	B-70.20-00.....6/1/06	
B-30.30-03.....2/27/18	B-70.60-01.....1/26/17	

B-30.40-03.....2/27/18

C-1.....9/9/20  
 C-1b.....9/9/20  
 C-1d.....10/31/03  
 C-2c.....8/12/19  
 C-4f.....8/12/19  
 C-6a.....10/14/09  
 C-7.....6/16/11  
 C-7a.....6/16/11  
 C-8.....2/10/09  
 C-8a.....7/25/97  
 C-20.10-07.....8/20/21  
 C-20.14-04.....8/12/19  
 C-20.15-02.....6/11/14  
 C-20.18-03.....8/12/19  
 C-20.40-08.....8/20/21  
 C-20.41-03.....8/20/21  
 C-20.42-05.....7/14/15  
 C-20.45.02.....8/12/19

C-22.16-07.....9/16/20  
 C-22.40-08.....9/16/20  
 C-22.45-05.....9/16/20  
 C-23.60-04.....7/21/17  
 C.24.10-02.....8/12/19  
 C-25.20-07.....8/20/21  
 C-25.22-06.....8/20/21  
 C-25.26-05.....8/20/21  
 C-25.30-01.....8/20/21  
 C-25.80-05.....8/12/19  
 C-60.10-01.....9/24/20  
 C-60.15-00.....8/17/21  
 C-60.20-00.....9/24/20  
 C-60.30-01.....8/17/21  
 C-60.40-00.....8/17/21  
 C-60.45-00.....8/17/21  
 C-60.50-00.....8/17/21  
 C-60.60-00.....8/17/21

C-60.70-00.....9/24/20  
 C-60.80-00.....8/17/21  
 C-70.15-00.....8/17/21  
 C-70.10-03.....8/17/21  
 C-75.10-02.....9/16/20  
 C-75.20-03.....8/20/21  
 C-75.30-03.....8/21/20  
 C-80.10-02.....9/16/20  
 C-80.20-01.....6/11/14  
 C-80.30-02.....8/20/21  
 C-80.40-01.....6/11/14  
 C-85.10-00.....4/8/12  
 C-85.11-01.....9/16/20  
 C-85.15-02.....8/27/21  
 C-85-18-02.....8/20/21

D-2.04-00.....11/10/05  
 D-2.06-01.....1/6/09  
 D-2.08-00.....11/10/05  
 D-2.32-00.....11/10/05  
 D-2.34-01.....1/6/09  
 D-2.36-03.....6/11/14  
 D-2.46-02.....8/13/21  
 D-2.60-00.....11/10/05  
 D-2.62-00.....11/10/05  
 D-2.64-01.....1/6/09  
 D-2.66-00.....11/10/05  
 D-2.68-00.....11/10/05

D-2.80-00.....11/10/05  
 D-2.84-00.....11/10/05  
 D-2.88-00.....11/10/05  
 D-2.92-00.....11/10/05  
 D-3.09-00.....5/17/12  
 D-3.10-01.....5/29/13  
 D-3.11-03.....6/11/14  
 D-3.15-02.....6/10/13  
 D-3.16-02.....5/29/13  
 D-3.17-02.....5/9/16  
 D-4.....12/11/98  
 D-6.....6/19/98

D-10.10-01.....12/2/08  
 D-10.15-01.....12/2/08  
 D-10.20-01.....8/7/19  
 D-10.25-01.....8/7/19  
 D-10.30-00.....7/8/08  
 D-10.35-00.....7/8/08  
 D-10.40-01.....12/2/08  
 D-10.45-01.....12/2/08

E-1.....2/21/07  
 E-2.....5/29/98

E-4.....8/27/03  
 E-4a.....8/27/03

F-10.12-04.....9/24/20  
 F-10.16-00.....12/20/06  
 F-10.18-02.....9/24/20  
 F-10.40-04.....9/24/20  
 F-10.42-00.....1/23/07

F-10.62-02.....4/22/14  
 F-10.64-03.....4/22/14  
 F-30.10-04.....9/25/20  
 F-40.12-03.....6/29/16  
 F-40.14-03.....6/29/16

F-40.15-04.....9/25/20  
 F-40.16-03.....6/29/16  
 F-45.10-03.....8/13/21  
 F-80.10-04.....7/15/16

G-10.10-00.....9/20/07  
 G-20.10-03.....8/20/21  
 G-22.10-04.....6/28/18  
 G-24.10-00.....11/8/07  
 G-24.20-01.....2/7/12  
 G-24.30-02.....6/28/18  
 G-24.40-07.....6/28/18

G-26.10-00.....7/31/19  
 G-30.10-04.....6/23/15  
 G-50.10-03.....6/28/18  
 G-90.10-03.....7/11/17  
 G-90.20-05.....7/11/17  
 G-90.30-04.....7/11/17  
 G-95.10-02.....6/28/18

**CITY OF FEDERAL WAY**

**ADAPTIVE TRAFFIC SIGNAL CONTROL –  
 CITY CENTER – PHASE 2  
 PROJECT #36233**

**SP-113**

G-24.50-05.....8/7/19	G-95.20-03.....6/28/18	
G-24.60-05.....6/28/18	G-95.30-03.....6/28/18	
G-25.10-05.....9/16/20		
H-10.10-00.....7/3/08	H-32.10-00.....9/20/07	H-70.10-02.....8/17/21
H-10.15-00.....7/3/08	H-60.10-01.....7/3/08	H-70.20-02.....8/17/21
H-30.10-00.....10/12/07	H-60.20-01.....7/3/08	
I-10.10-01.....8/11/09	I-30.20-00.....9/20/07	I-40.20-00.....9/20/07
I-30.10-02.....3/22/13	I-30.30-02.....6/12/19	I-50.20-01.....6/10/13
I-30.15-02.....3/22/13	I-30.40-02.....6/12/19	I-60.10-01.....6/10/13
I-30.16-01.....7/11/19	I-30.60-02.....6/12/19	I-60.20-01.....6/10/13
I-30.17-01.....6/12/19	I-40.10-00.....9/20/07	I-80.10-02.....7/15/16
J-10.....7/18/97	J-28.40-02.....6/11/14	J-60.13-00.....6/16/10
J-10.10-04.....9/16/20	J-28.42-01.....6/11/14	J-60.14-01.....7/31/19
J-10.12-00.....9/16/20	J-28.43-01.....6/28/18	J-75.10-02.....7/10/15
J-10.14-00.....9/16/20	J-28.45-03.....7/21/16	J-75.20-01.....7/10/15
J-10.15-01.....6/11/14	J-28.50-03.....7/21/16	J-75.30-02.....7/10/15
J-10.16-02.....8/18/21	J-28.60-03.....8/27/21	J-75.41-01.....6/29/16
J-10.17-02.....8/18/21	J-28.70-03.....7/21/17	J-75.45-02.....6/1/16
J-10.18-02.....8/18/21	J-29.10-01.....7/21/16	J-80.10-01.....8/18/21
J-10.20-04.....8/18/21	J-29.15-01.....7/21/16	J-80.12-00.....8/18/21
J-10.21-02.....8/18/21	J-29.16-02.....7/21/16	J-80.15-00.....6/28/18
J-10.22-02.....8/18/21	J-30.10-00.....6/18/15	J-81.10-02.....8/18/21
J-10.25-00.....7/11/17	J-40.05-00.....7/21/16	J-81.12-00.....9/3/21
J-12.15-00.....6/28/18	J-40.10-04.....4/28/16	J-86.10-00.....6/28/18
J-12.16-00.....6/28/18	J-40.20-03.....4/28/16	J-90.10-03.....6/28/18
J-15.10-01.....6/11/14	J-40.30-04.....4/28/16	J-90.20-03.....6/28/18
J-15.15-02.....7/10/15	J-40.35-01.....5/29/13	J-90.21-02.....6/28/18
J-20.10-04.....7/31/19	J-40.36-02.....7/21/17	J-90.50-00.....6/28/18
J-20.11-03.....7/31/19	J-40.37-02.....7/21/17	
J-20.15-03.....6/30/14	J-40.38-01.....5/20/13	
J-20.16-02.....6/30/14	J-40.39-00.....5/20/13	
J-20.20-02.....5/20/13	J-40.40-02.....7/31/19	
J-20.26-01.....7/12/12	J-45.36-00.....7/21/17	
J-21.10-04.....6/30/14	J-50.05-00.....7/21/17	
J-21.15-01.....6/10/13	J-50.10-01.....7/31/19	
J-21.16-01.....6/10/13	J-50.11-02.....7/31/19	
J-21.17-01.....6/10/13	J-50.12-02.....8/7/19	
J-21.20-01.....6/10/13	J-50.13-00.....8/22/19	
J-22.15-02.....7/10/15	J-50.15-01.....7/21/17	
J-22.16-03.....7/10/15	J-50.16-01.....3/22/13	
J-26.10-03.....7/21/16	J-50.18-00.....8/7/19	
J-26.15-01.....5/17/12	J-50.19-00.....8/7/19	
J-26.20-01.....6/28/18	J-50.20-00.....6/3/11	
J-27.10-01.....7/21/16	J-50.25-00.....6/3/11	
J-27.15-00.....3/15/12	J-50.30-00.....6/3/11	
J-28.10-02.....8/7/19	J-60.05-01.....7/21/16	
J-28.22-00.....8/07/07	J-60.11-00.....5/20/13	

CITY OF FEDERAL WAY

ADAPTIVE TRAFFIC SIGNAL CONTROL –  
CITY CENTER – PHASE 2  
**PROJECT #36233**

SP-114

J-28.24-02.....9/16/20  
J-28.26-01.....12/02/08  
J-28.30-03.....6/11/14

J-60.12-00.....5/20/13

K-70.20-01.....6/1/16  
K-80.10-02.....9/25/20  
K-80.20-00.....12/20/06  
K-80.32-00.....8/17/21  
K-80.34-00.....8/17/21

K-80.35-01.....9/16/20  
K-80.37-01.....9/16/20

L-10.10-02.....6/21/12  
L-20.10-03.....7/14/15  
L-30.10-02.....6/11/14

L-40.15-01.....6/16/11  
L-40.20-02.....6/21/12

L-70.10-01.....5/21/08  
L-70.20-01.....5/21/08

M-1.20-04.....9/25/20  
M-1.40-03.....9/25/20  
M-1.60-03.....9/25/20  
M-1.80-03.....6/3/11  
M-2.20-03.....7/10/15  
M-2.21-00.....7/10/15  
M-3.10-04.....9/25/20  
M-3.20-03.....9/25/20  
M-3.30-04.....9/25/20  
M-3.40-04.....9/25/20  
M-3.50-03.....9/25/20  
M-5.10-03.....9/25/20  
M-7.50-01.....1/30/07  
M-9.50-02.....6/24/14  
M-9.60-00.....2/10/09

M-11.10-03.....8/7/19  
M-12.10-02.....9/25/20  
M-15.10-01.....2/6/07  
M-17.10-02.....7/3/08  
M-20.10-03.....9/25/20  
M-20.20-02.....4/20/15  
M-20.30-04.....2/29/16  
M-20.40-03.....6/24/14  
M-20.50-02.....6/3/11  
M-24.20-02.....4/20/15  
M-24.40-02.....4/20/15  
M-24.60-04.....6/24/14  
M-24.65-00.....7/11/17  
M-24.66-00.....7/11/17  
M-40.10-03.....6/24/14

M-40.20-00...10/12/07  
M-40.30-01.....7/11/17  
M-40.40-00.....9/20/07  
M-40.50-00.....9/20/07  
M-40.60-00.....9/20/07  
M-60.10-01.....6/3/11  
M-60.20-03.....8/17/21  
M-65.10-03.....8/17/21  
M-80.10-01.....6/3/11  
M-80.20-00.....6/10/08  
M-80.30-00.....6/10/08

## END DIVISION 9

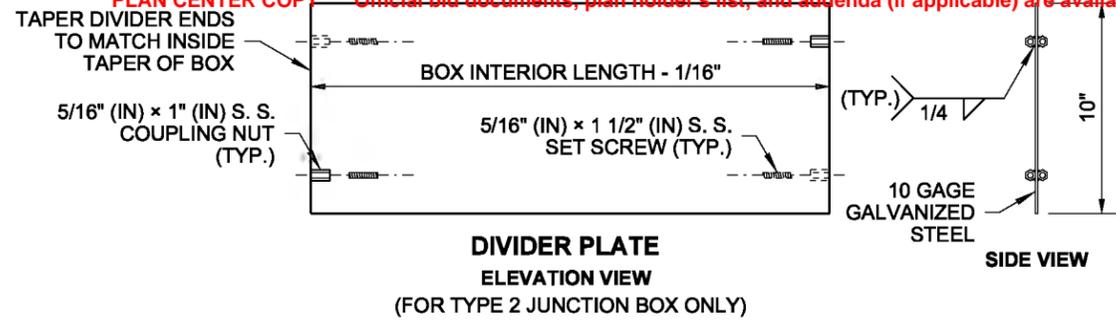
City of Federal Way  
Contract Provisions  
Adaptive Traffic Signal Control – City Center – Phase 2  
Project #36233/ RFB #22-004

---

## **STANDARD PLANS AND DETAILS**

DRAWN BY: LISA CYFORD

\*\*\* PLAN CENTER COPY \*\*\* Official bid documents, plan holder's list, and addenda (if applicable) are available on BXWA.com

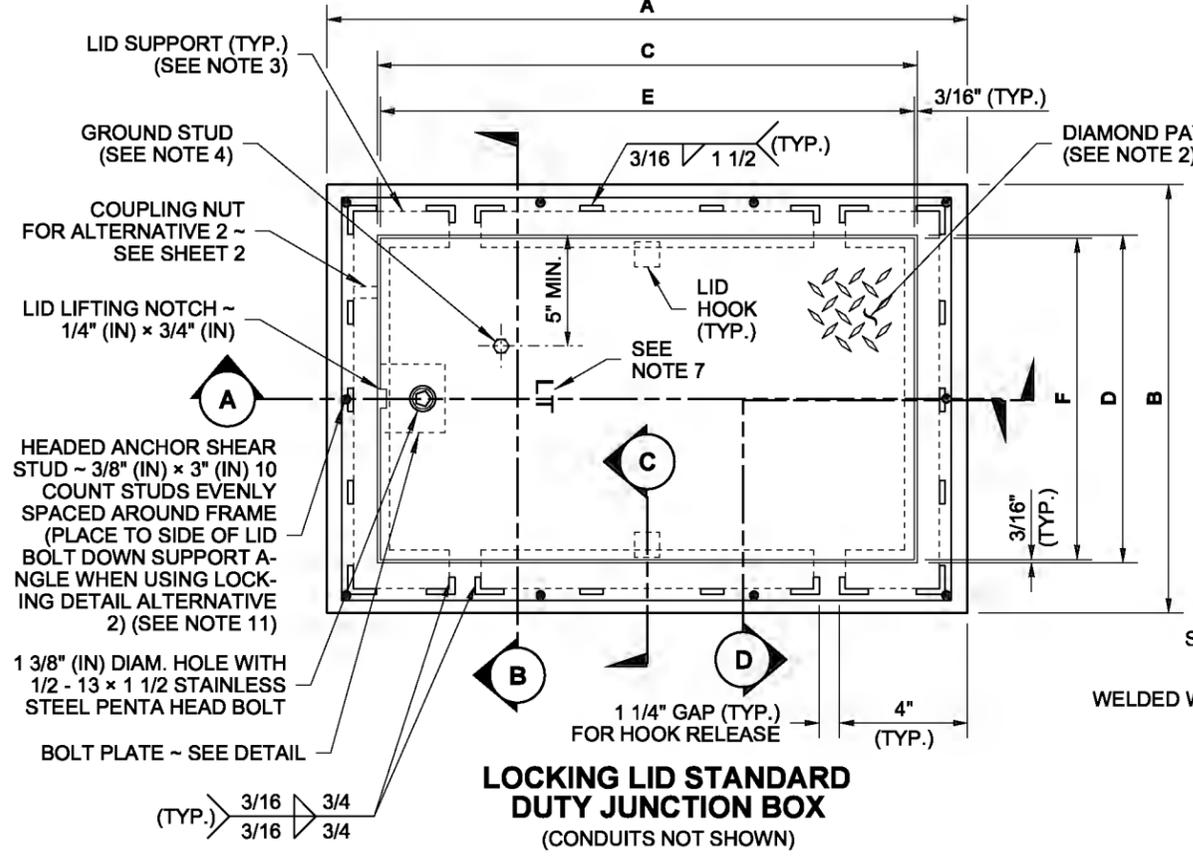


**DIVIDER PLATE**  
ELEVATION VIEW  
(FOR TYPE 2 JUNCTION BOX ONLY)

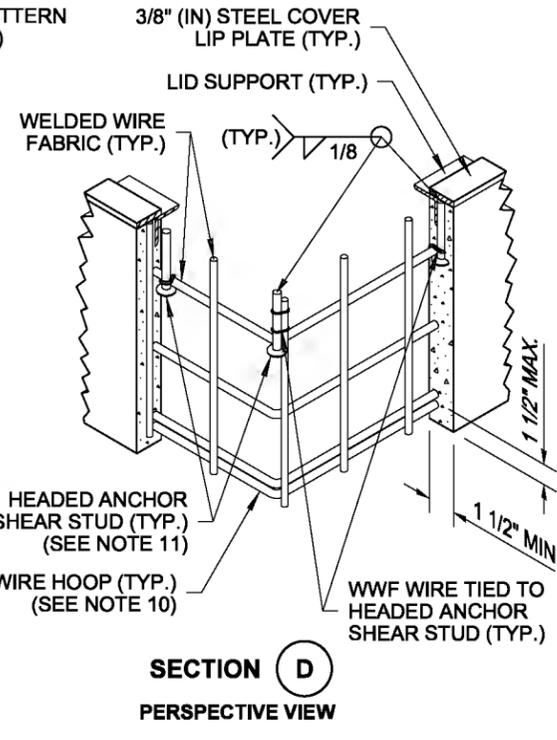
JUNCTION BOX DIMENSION TABLE			
MARK	ITEM	BOX TYPE	
		TYPE 1	TYPE 2
A	OUTSIDE LENGTH OF JUNCTION BOX	22"	33"
B	OUTSIDE WIDTH OF JUNCTION BOX	17"	22 1/2"
C	INSIDE LENGTH OF JUNCTION BOX	18" ~ 19"	28" ~ 29"
D	INSIDE WIDTH OF JUNCTION BOX	13" ~ 14"	17" ~ 18"
E	LID LENGTH	17 5/8"	28 5/8"
F	LID WIDTH	12 5/8"	18 1/8"
CAPACITY ~ CONDUIT DIAMETER		6"	12"

**NOTES**

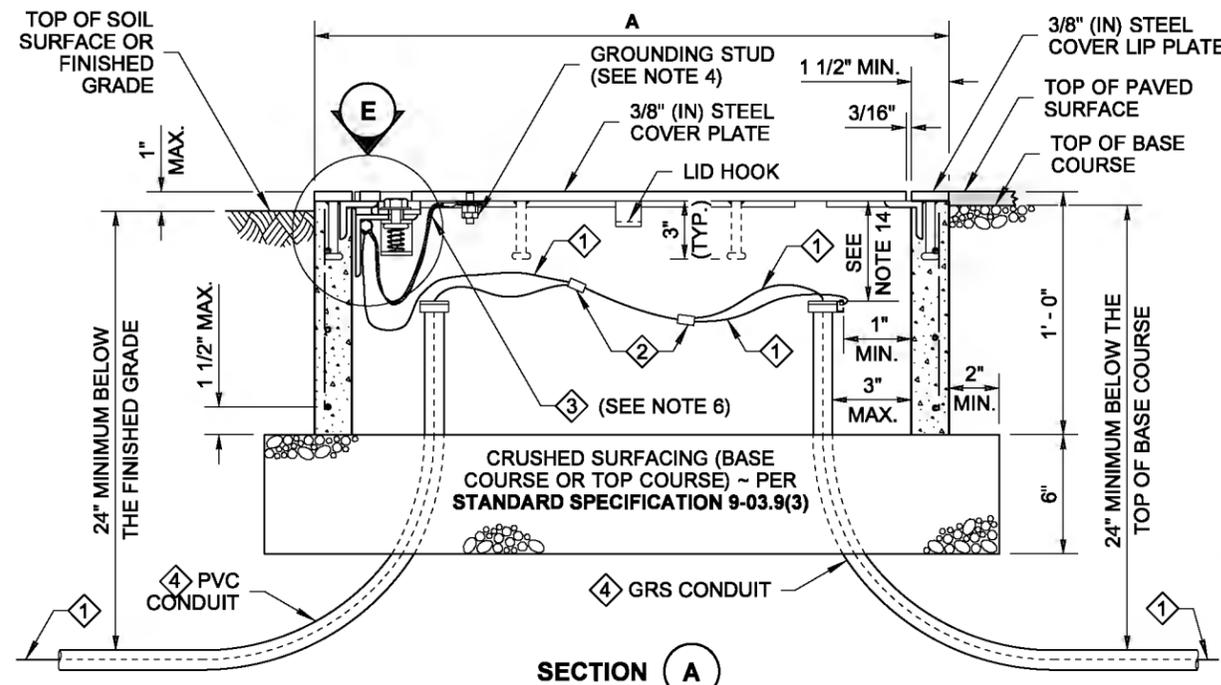
- All box dimensions are approximate. Exact configurations vary among manufacturers.
- Minimum lid thickness shown. Junction Boxes installed in sidewalks, walkways, and shared-use paths shall have a slip-resistant coating on the lid and lip cover plate, and shall be installed with the surface flush with and matched to the grade of the sidewalk, walkway, or shared-use path. The non-slip lid shall be identified with permanent markings on the underside, indicating the type of surface treatment (see Contract Documents for details) and the year of manufacture. The permanent marking shall be 1/8" (in) line thickness formed with a mild steel weld bead and shall be placed prior to hot-dip galvanizing.
- Lid support members shall be 3/16" (in) minimum thick steel C, L, or T shape, welded to the frame.
- A 1/4-20 NC x 3/4" (in) stainless steel ground stud shall be welded to the bottom of the lid; include (2) stainless steel nuts and (2) stainless steel flat washers.
- Bolts and nuts shall be liberally coated with anti-seize compound.
- Equipment Bonding Jumper shall be # 8 AWG min. x 4' (ft) of tinned braided copper.
- The System Identification letters shall be 1/8" (in) line thickness formed with a mild steel weld bead. See Cover Marking detail. Grind off diamond pattern before forming letters. For System Identification details, see **Standard Specification 9-29.2(4)**.
- When required in the Contract, provide a 10" (in) x 27 1/2" (in), 10 gage divider plate, complete, with fasteners, in each Type 2 Junction Box where specified.
- When required in Contract, provide a 12" (in) deep extension for each Type 2 Junction Box where specified.
- See the **Standard Specifications** for alternative reinforcement and class of concrete.
- Headed Anchor Shear Studs must be welded to the Steel Cover Lip Plate and wire tied in two places to the vertical Welded Wire Fabric when in contact with each other. Wire tie all other Headed Anchor Shear Studs to the horizontal Welded Wire Fabric.
- Lid Bolt Down Attachment Tab provides a method of retrofitting by using a mechanical process in lieu of welding. Attachment Tab shown depicts a typical component arrangement; actual configurations of assembly will vary among manufacturers. See approved manufacturers' shop drawings for specifics.
- Unless otherwise noted in the plans or approved by the Engineer, Junction Boxes, Cable Vaults, and Pull Boxes shall not be placed within the sidewalks, walkways, shared use paths, traveled ways or paved shoulders. All Junction Boxes, Cable Vaults, and Pull Boxes placed within the traveled way or paved shoulders shall be Heavy-Duty.
- Distance between the top of the conduit and the bottom of the Junction Box lid shall be 6" (in) min. to 8" (in) max. for final grade of new construction only. See **Standard Specification 8-20.3(5)**. Where adjustments are to be made to existing Junction Boxes, or for interim construction stages during the contract, the limits shall be from 6" (in) min. to 10" (in) max. See **Standard Specification 8-20.3(6)**.



**LOCKING LID STANDARD DUTY JUNCTION BOX**  
(CONDUITS NOT SHOWN)

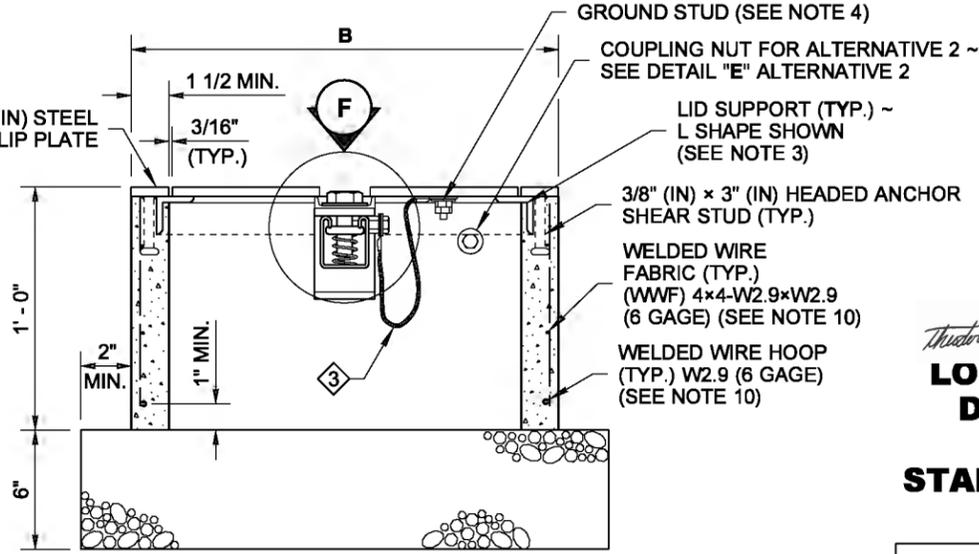
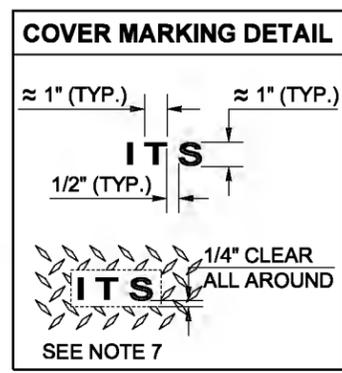


**SECTION D**  
PERSPECTIVE VIEW

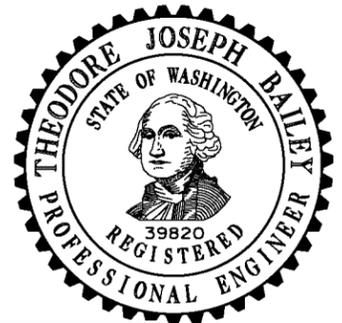


**SECTION A**

- ① Equipment Grounding Conductor
- ② Copper Solderless Crimp Connector
- ③ Equipment Bonding Jumper (See Note 6)
- ④ See Contract for conduit size and number

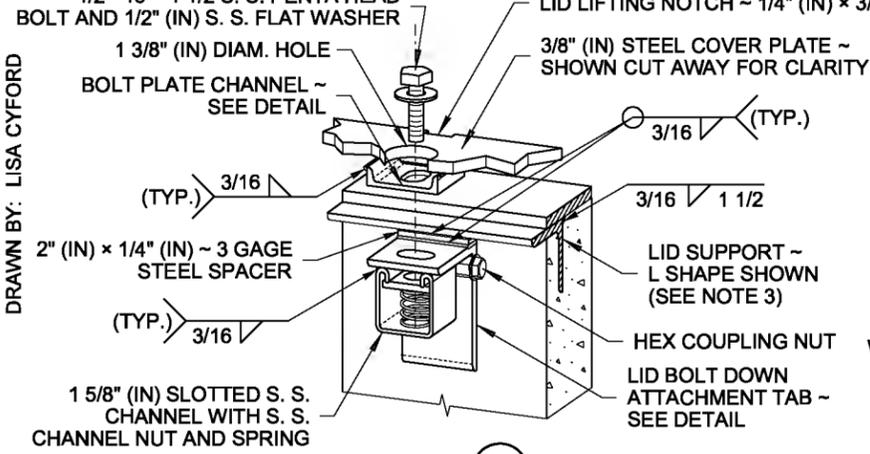


**SECTION B**  
(CONDUITS NOT SHOWN)



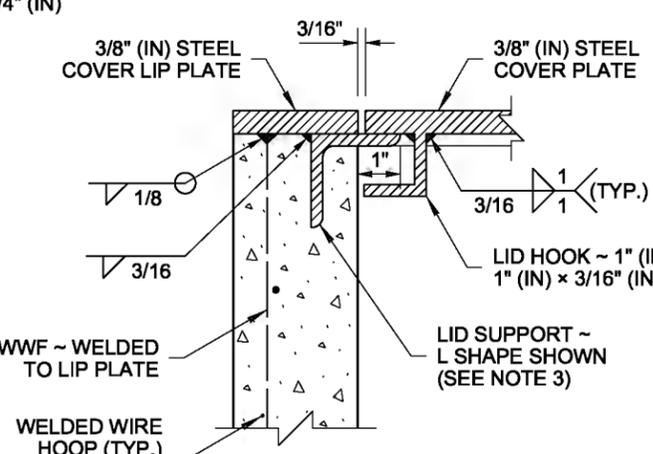
*Theodore Joseph Bailey* Bailey, Ted  
Apr 25 2016 9:32 AM  
**LOCKING LID STANDARD DUTY JUNCTION BOX TYPES 1 & 2**  
**STANDARD PLAN J-40.10-04**

SHEET 1 OF 2 SHEETS  
APPROVED FOR PUBLICATION  
*Carpenter, Jeff* Carpenter, Jeff  
Apr 28 2016 3:12 PM  
STATE DESIGN ENGINEER  
Washington State Department of Transportation

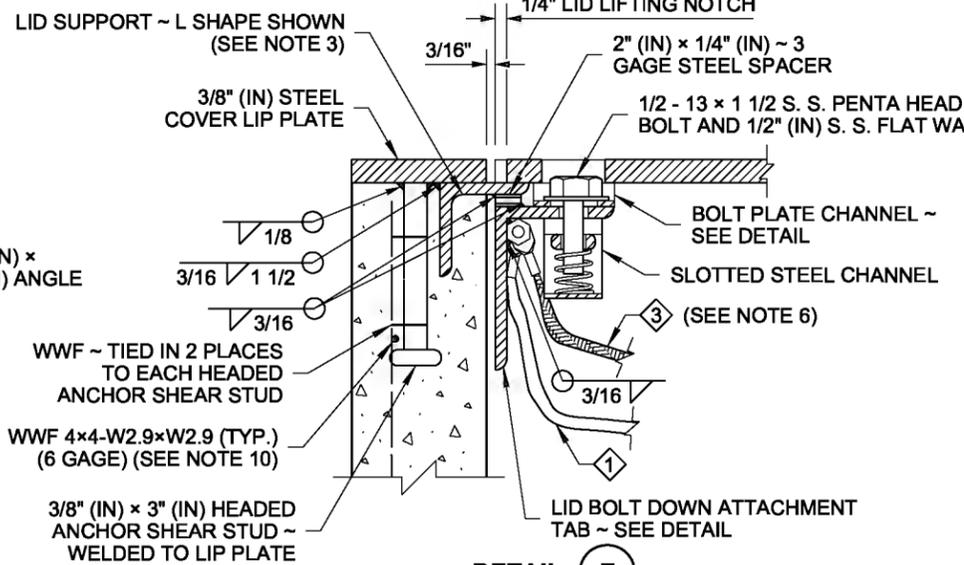


**DETAIL F**

**ALTERNATIVE 1 SHOWN PERSPECTIVE VIEW**

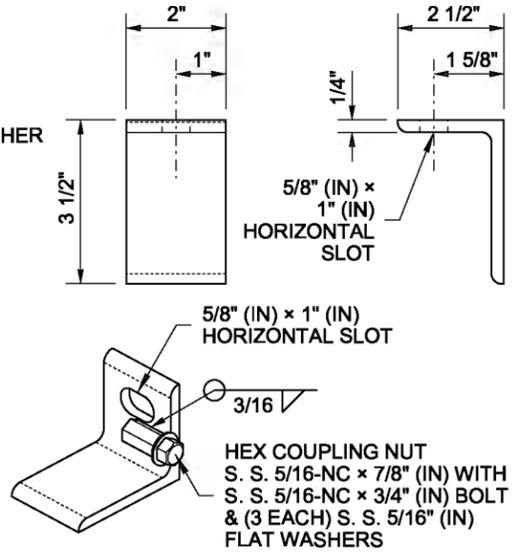


**SECTION C**

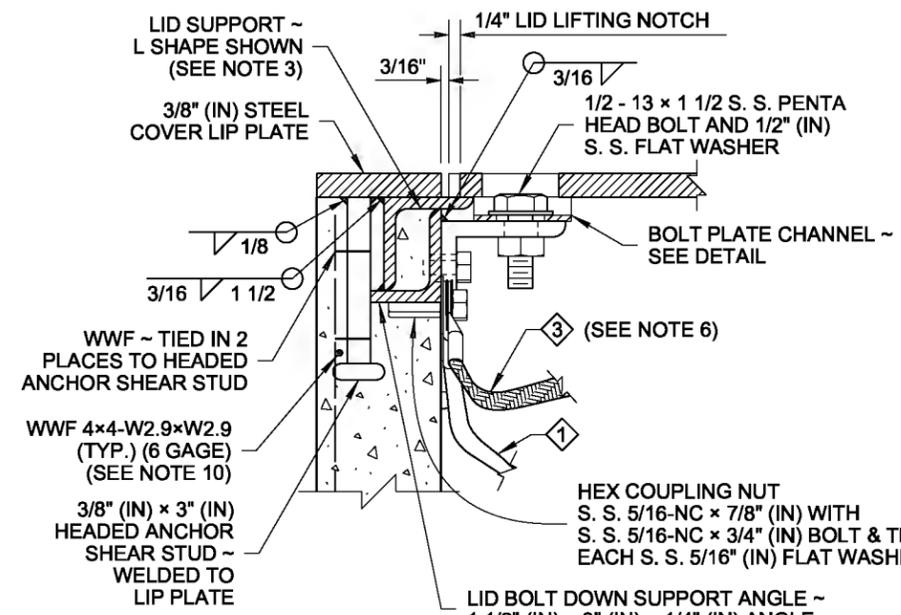


**DETAIL E**

**ALTERNATIVE 1 SHOWN**

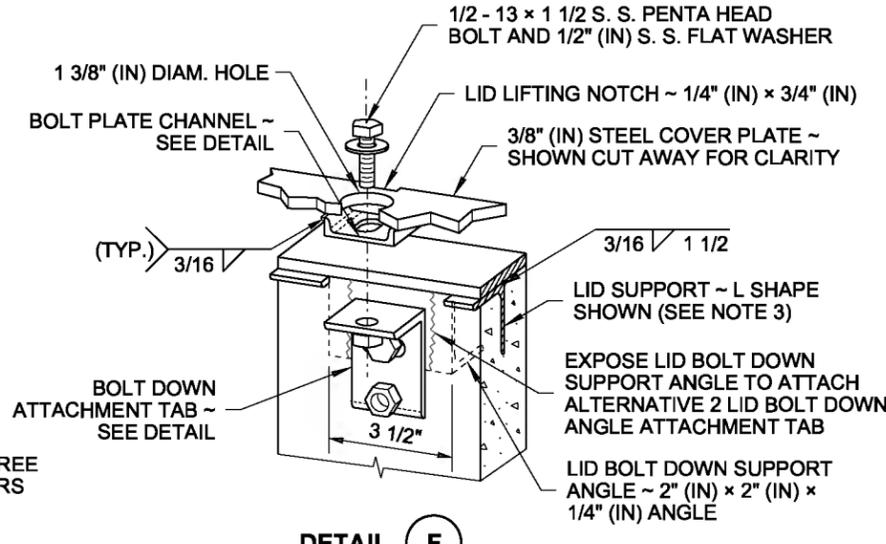


**ALTERNATIVE 1 LID BOLT DOWN ATTACHMENT TAB (SEE NOTE 12)**



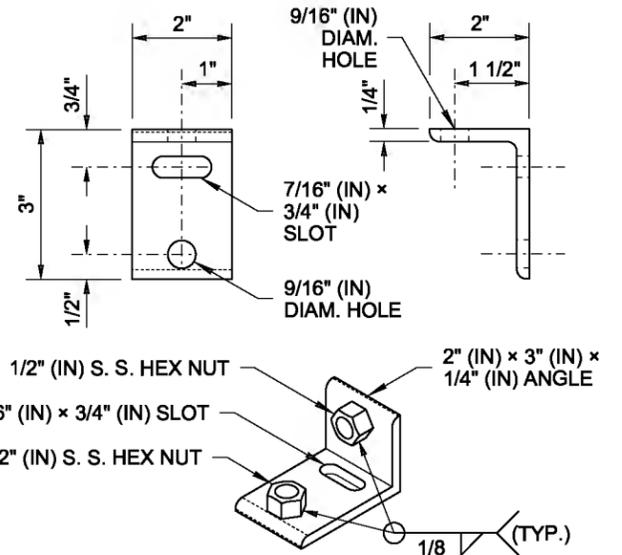
**DETAIL E**

**ALTERNATIVE 2 SHOWN**

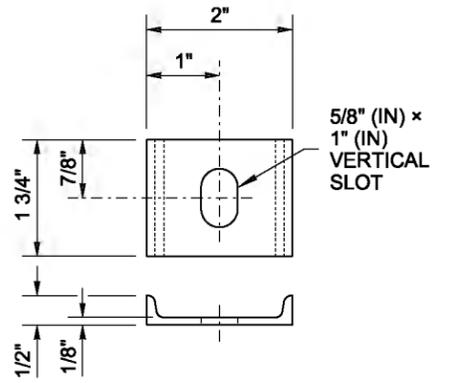


**DETAIL F**

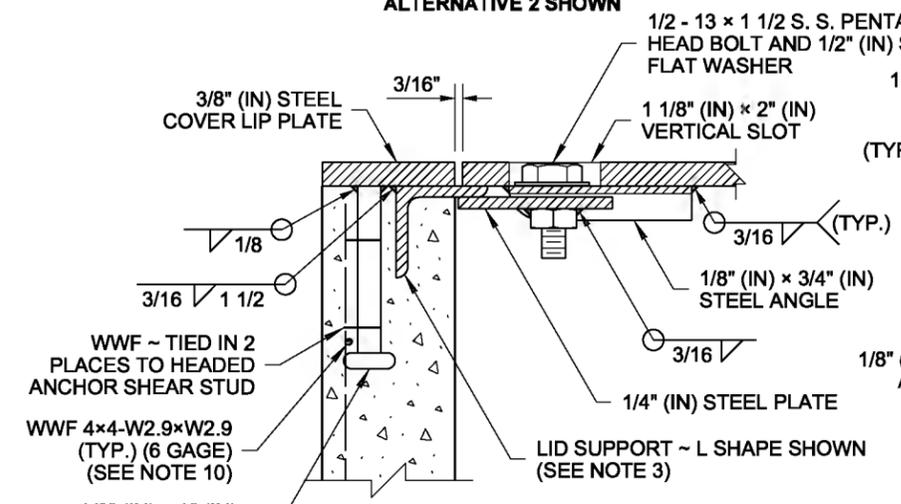
**ALTERNATIVE 2 SHOWN PERSPECTIVE VIEW**



**ALTERNATIVE 2 LID BOLT DOWN ATTACHMENT TAB (SEE NOTE 12)**

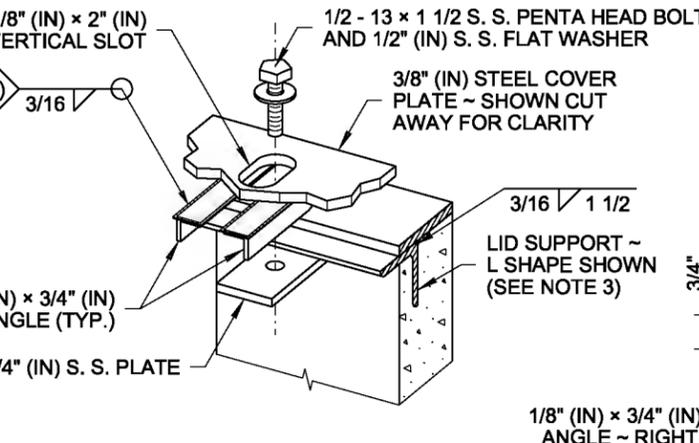


**BOLT PLATE CHANNEL**



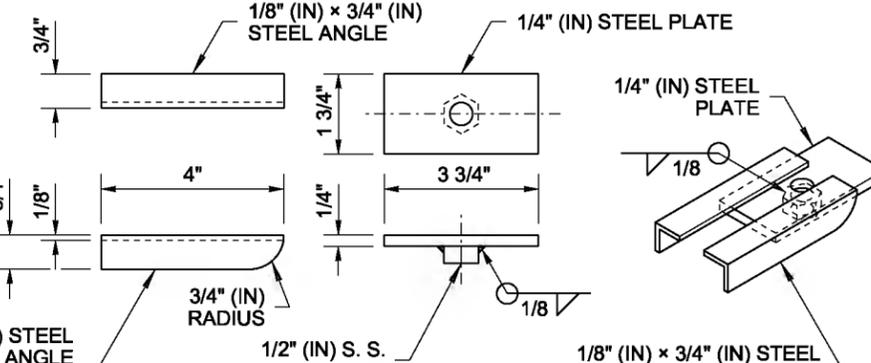
**DETAIL E**

**ALTERNATIVE 3 SHOWN**

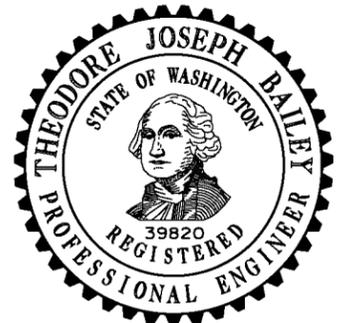


**DETAIL F**

**ALTERNATIVE 3 SHOWN PERSPECTIVE VIEW**



**ALTERNATIVE 3 LID BOLT DOWN ATTACHMENT TAB (SEE NOTE 12)**



THEODORE JOSEPH BAILEY  
STATE OF WASHINGTON  
REGISTERED ENGINEER  
39820

Locking Lid Standard  
Duty Junction Box  
Types 1 & 2  
Standard Plan J-40.10-04

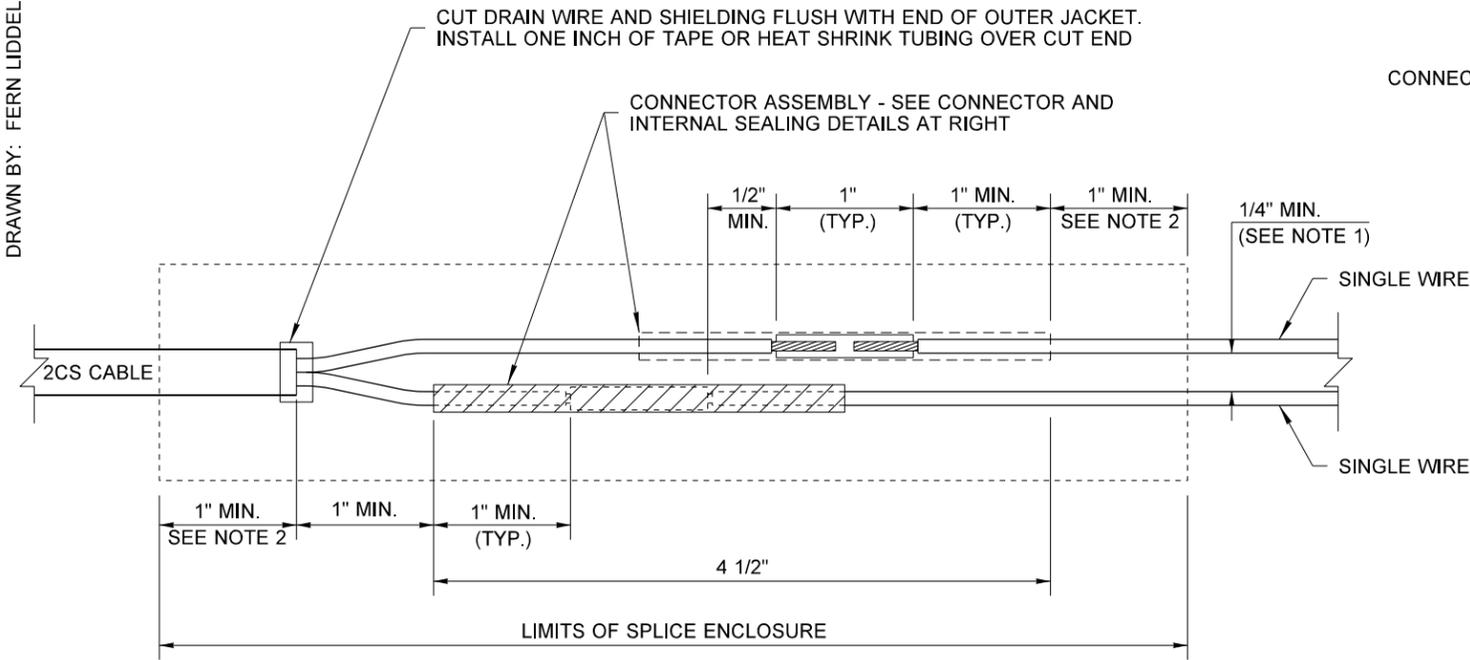
SHEET 2 OF 2 SHEETS

APPROVED FOR PUBLICATION  
Carpenter, Jeff  
STATE DESIGN ENGINEER

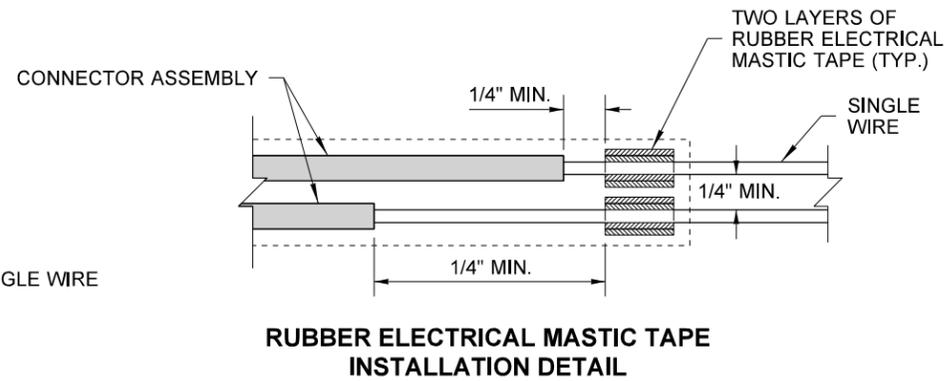
Washington State Department of Transportation

DRAWN BY: LISA CYFORD

DRAWN BY: FERN LIDDELL

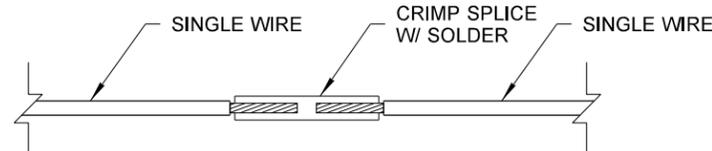


**TWO CONDUCTOR SHIELDED TO TWO SINGLE WIRES**

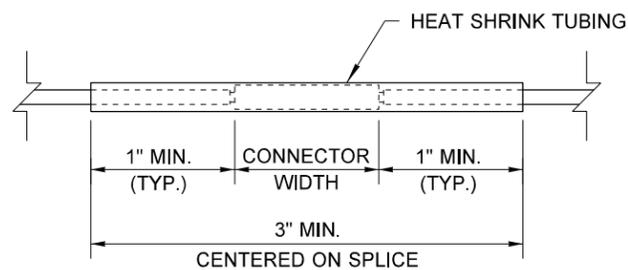


**CONNECTOR AND INTERNAL SEALING DETAILS**

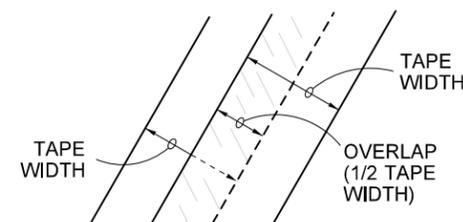
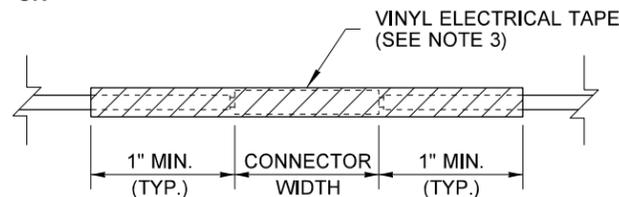
**STEP 1: CRIMP AND SOLDER CONNECTION**



**STEP 2: SEAL / WRAP CONNECTION**



OR



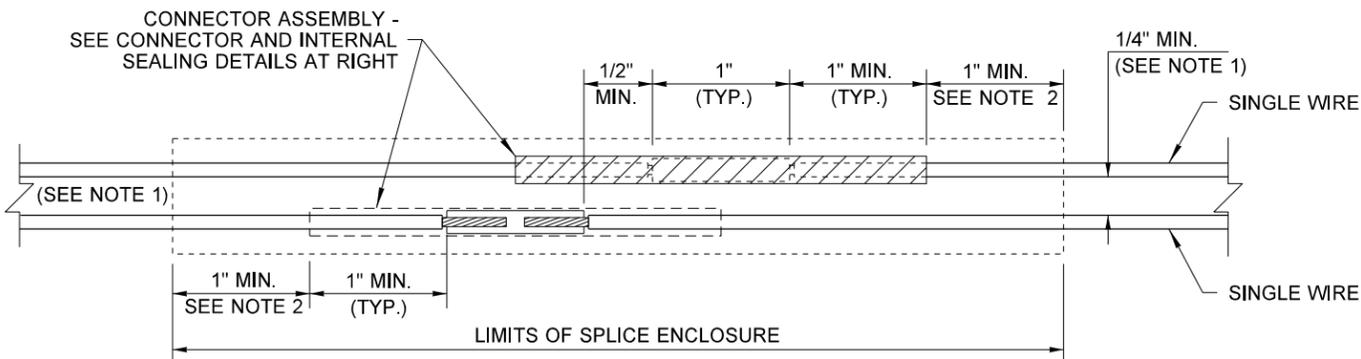
WHEN USING WRAPPED VINYL ELECTRICAL TAPE:

- INSTALL TWO LAYERS OF SPIRAL WRAPPED TAPE.
- EACH SPIRAL LAYER SHALL HAVE AN OVERLAP OF 1/2 OF THE TAPE WIDTH (SEE DIAGRAM ABOVE).

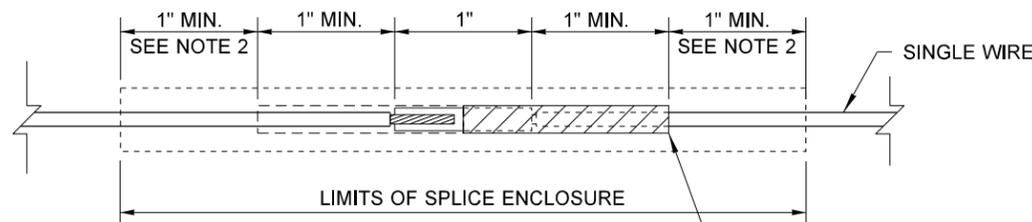
**TAPE OVERLAP DIAGRAM**

**NOTES**

- Each wire shall be physically separated by at least 1/4" (in) so that sealing material can fill in between the wires; where heat shrink tubing is used for the outer splice enclosure, it shall meet one of the following requirements:
  - Have separate ports for each conductor ("WYE" or "X" shaped tubing). ~ or ~
  - Have rubber electrical mastic tape wrapped around each conductor to ensure a weather-proof seal. See Rubber Electrical Mastic Tape Installation Detail.
- Heat shrink tubing shall extend a minimum of one inch onto the original wire insulation of each wire in the splice. Rigid splice enclosures shall be centered over the crimped connection(s).
- Electrical tape used in splicing applications shall be 3/4" (in) wide, be UL listed under UL 510, and be CSA certified under C22.2 No. 197-M1983.
- No more than two splices may be installed in the same splice enclosure.
- Crimp splices shall be installed with an approved crimping tool for the type and size of crimp splice used. Pliers and similar multi-purpose tools may not be used.



**TWO SINGLE WIRE SPLICES IN SAME ENCLOSURE**



**SINGLE WIRE SPLICE**

CONNECTOR ASSEMBLY - SEE CONNECTOR AND INTERNAL SEALING DETAILS AT RIGHT



*Theodore Joseph Bailey* Bailey, Ted  
Jul 18 2017 9:55 AM

**LOOP SPLICE DETAILS**

**STANDARD PLAN J-50.05-00**

SHEET 1 OF 1 SHEET

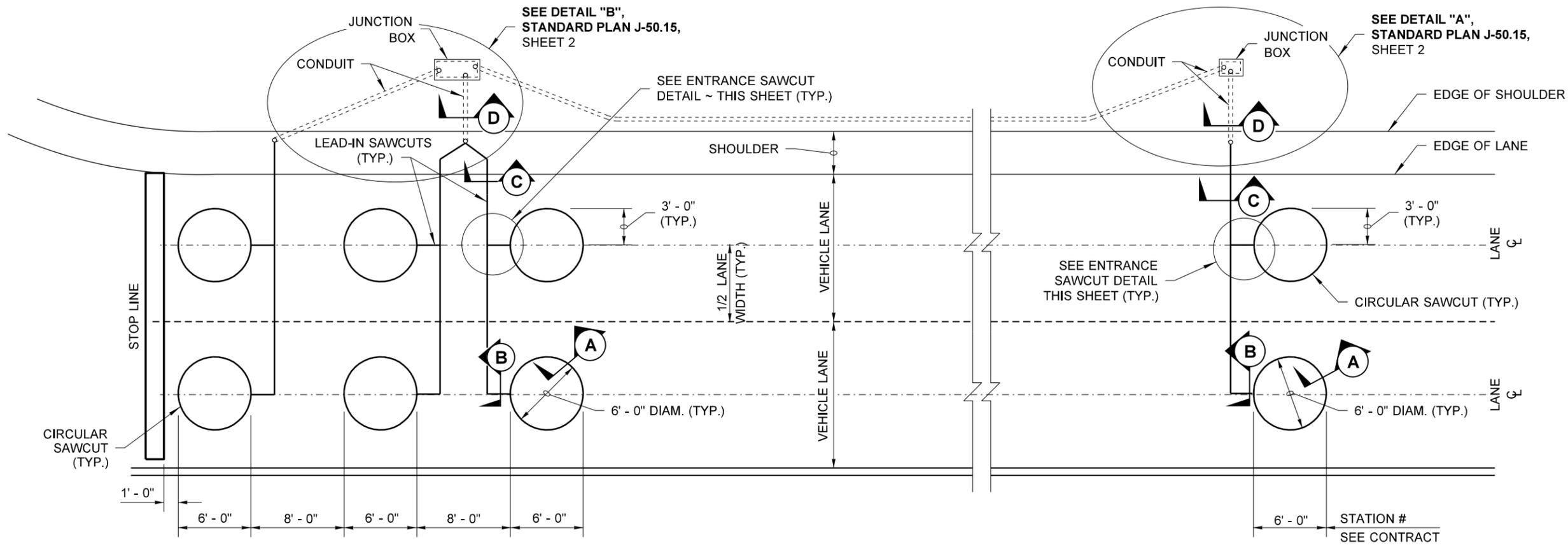
APPROVED FOR PUBLICATION

*Jeff Carpenter* Carpenter, Jeff  
Jul 21 2017 8:15 AM

STATE DESIGN ENGINEER



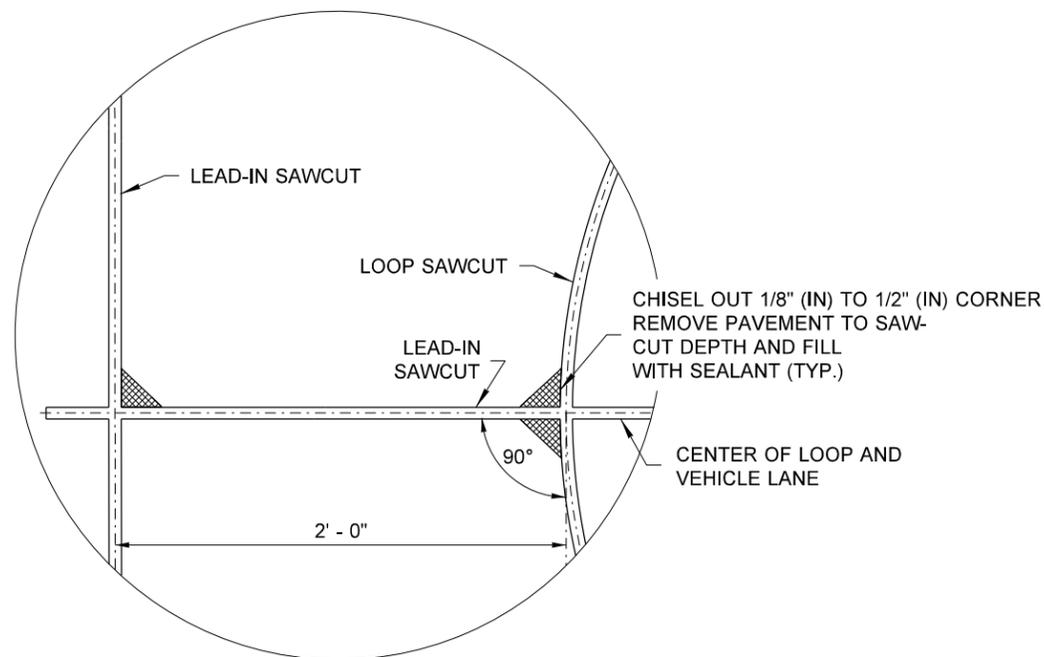
DRAWN BY: FERN LIDDELL



TYPE 3S (STOP LINE) LOOP ARRAY

TYPE 3A (ADVANCE) LOOPS

PLAN



ENTRANCE SAWCUT DETAIL

NOTES

1. For Installation Notes and Details see **Standard Plan J-50.15**.
2. For **Sections A, B, C, and D**, see **Standard Plan J-50.15**.
3. All of the loop lead-in wires shall return to the Junction Box
4. For additional Induction Loop Details, see **Standard Plan J-50.15**.



Jackson, Flint  
Jul 31 2019 4:13 PM  
cosign

**TYPE 3 INDUCTION LOOP**

**STANDARD PLAN J-50.12-02**

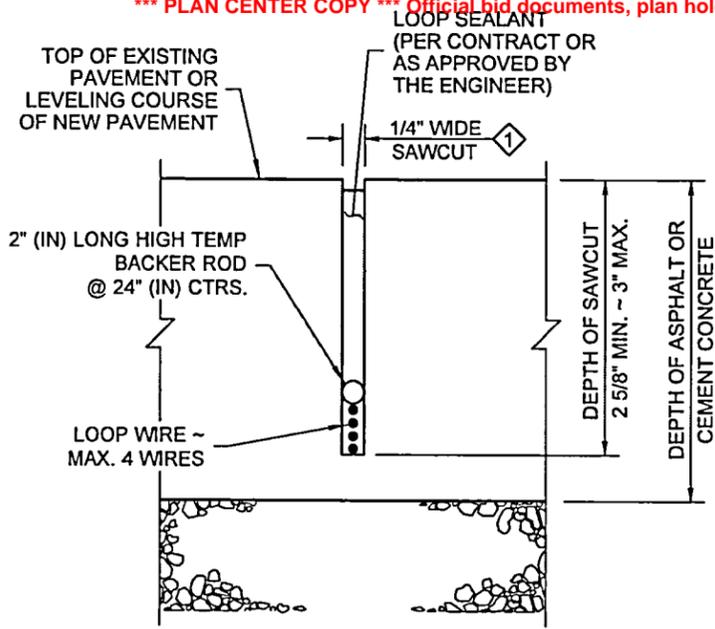
SHEET 1 OF 1 SHEET

APPROVED FOR PUBLICATION

Roark, Steve  
Aug 7 2019 11:55 AM  
cosign

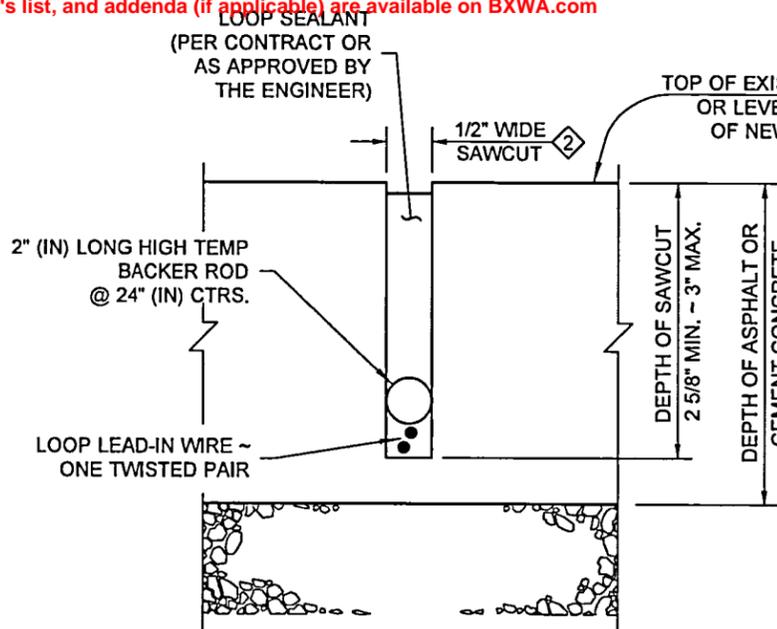
STATE DESIGN ENGINEER



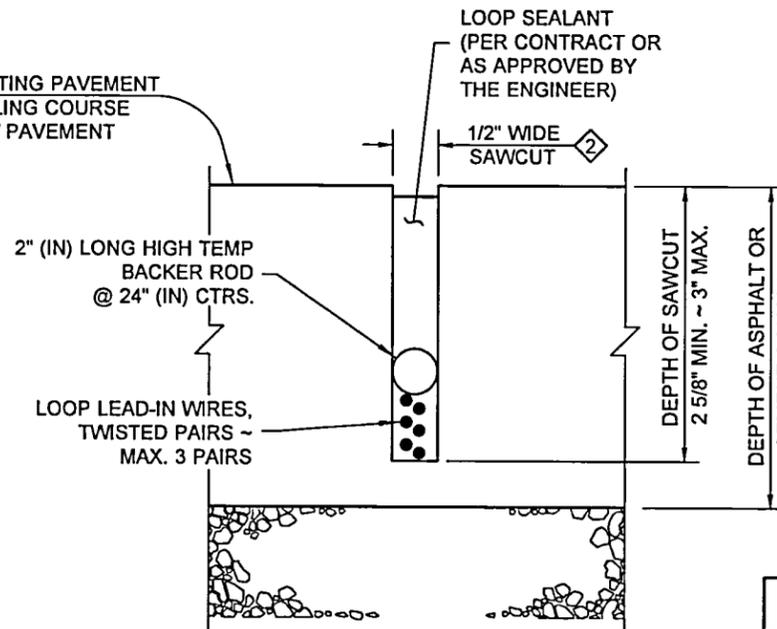


SECTION A

SECTIONS A AND B FROM STANDARD PLAN J-50.10, J-5-11, OR J-50.12



SECTION B



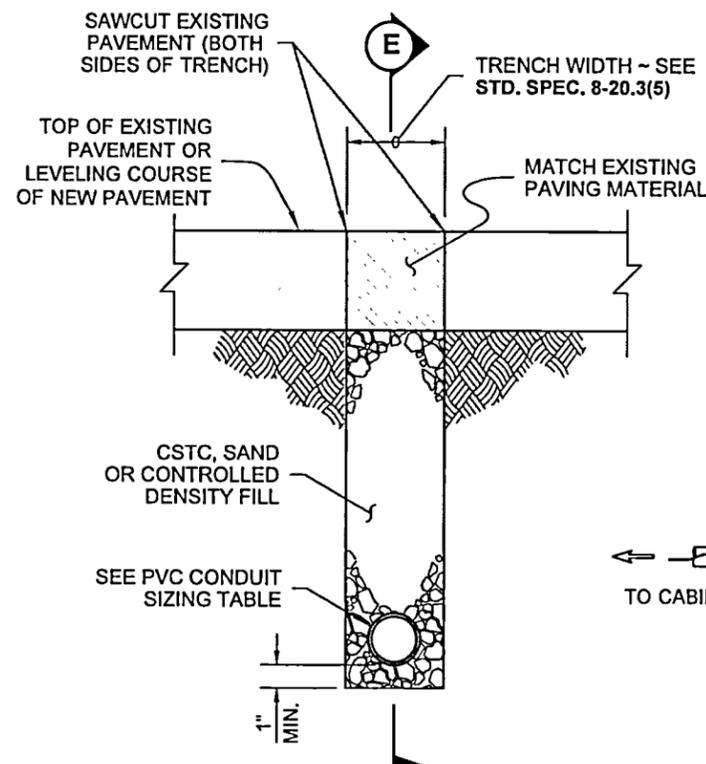
SECTION C

NOTES

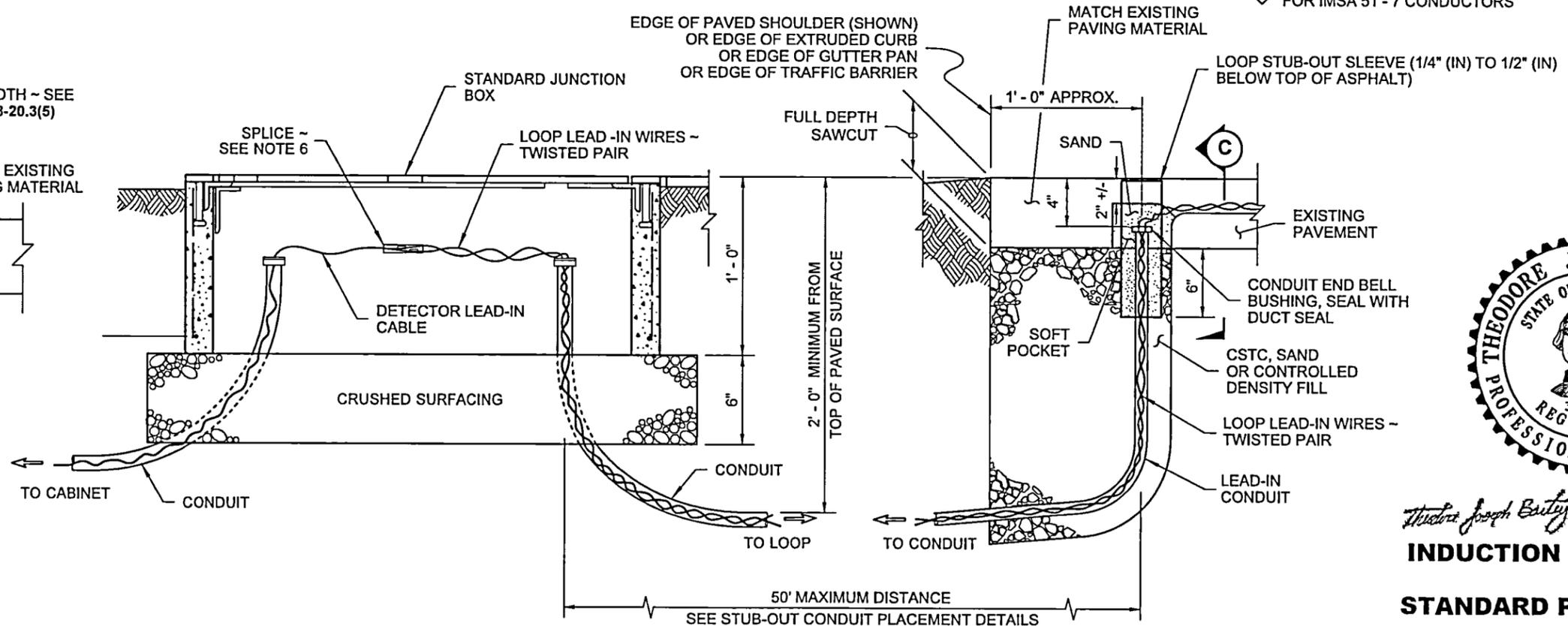
1. Fill the conduit trench to the bottom of the existing or new surfacing with CSTC, sand or controlled density fill. See **Standard Specifications Section 2-09.3(1)E**.
2. Minor Regional variations are allowed in the soft pocket closure. Consult with the Engineer or see the Contract for additional requirements.
3. Conductors shall be snug to the bottom of the sawcut. High temperature backer rod shall be snug to the conductors and sides of cut.
4. Fill the sealant to within 1/8" (in) to 3/16" (in) from top of saw cut.
5. See **Standard Plan J-40.10** for additional Junction Box details.
6. See **Standard Plan J-50.05** for splice details.

PVC CONDUIT SIZING TABLE					
LOOP LEAD PAIRS	1 - 4	5 - 10	11 - 16	17 - 22	23 - 28
NUMBER AND SIZE OF CONDUITS	1 - 2"	2 - 2"	3 - 2"	4 - 2"	3 - 3"

- ① ADD 1/16" (IN) TO THE SAWCUT FOR IMSA 51 - 7 CONDUCTORS
- ② ADD 1/8" (IN) TO THE SAWCUT FOR IMSA 51 - 7 CONDUCTORS



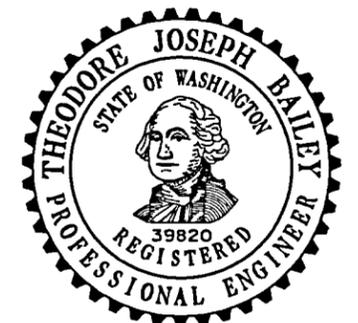
SECTION D



JUNCTION BOX PLACEMENT  
SEE NOTE 5

SECTION E

LEAD-IN CONDUIT SECTION  
MAX. 50 FT POCKET SECTION



THEODORE JOSEPH BAILEY  
Bailey, Ted  
Jul 18 2017 9:57 AM

**INDUCTION LOOP DETAILS**

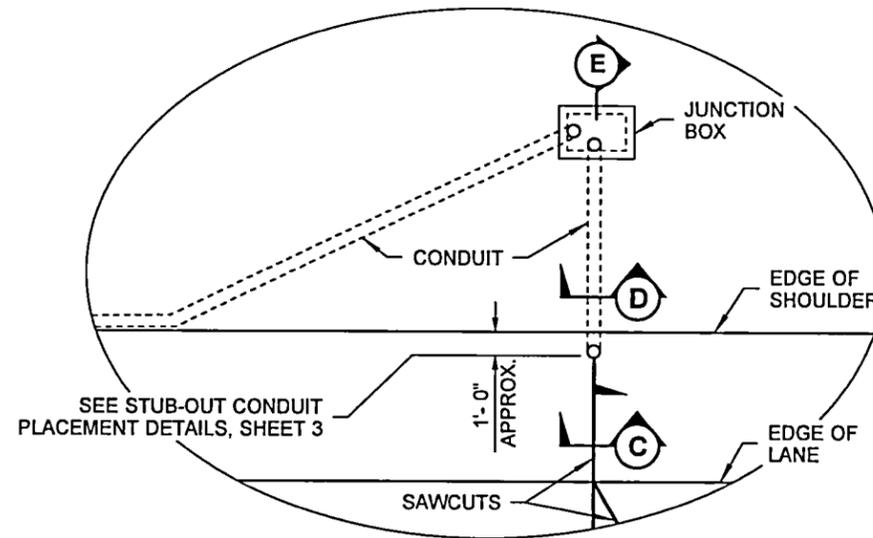
**STANDARD PLAN J-50.15-01**

SHEET 1 OF 3 SHEETS

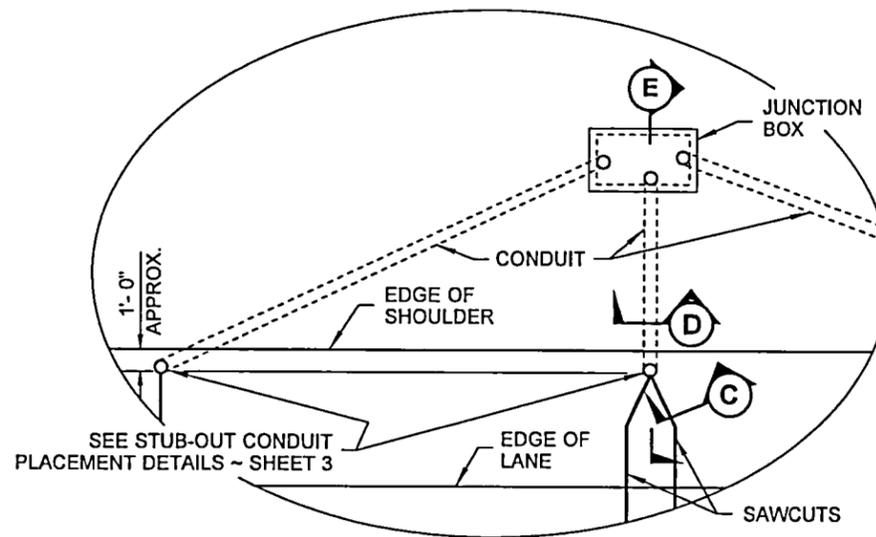
APPROVED FOR PUBLICATION  
Carpenter, Jeff  
Jul 21 2017 8 12 AM  
STATE DESIGN ENGINEER  
Washington State Department of Transportation

**LOOP INSTALLATION NOTES**

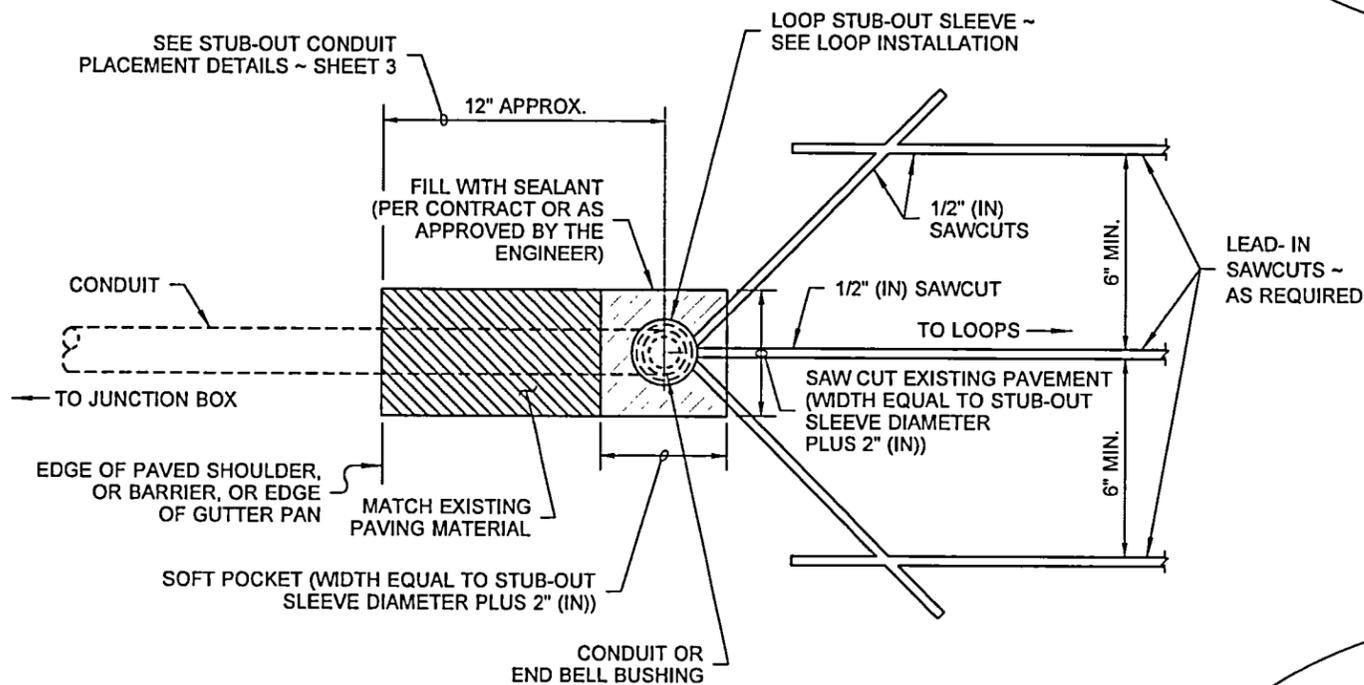
1. Install the Junction Box and the stub-out conduit with Sch. 80 PVC stub-out sleeve. Conduit for the loop stub-out shall be as required in the conduit size table shown on sheet 1 of this set.
2. Lay out loops and loop lead-ins to miss cracks/joints in road, when possible. Maintain 18" (in) minimum clearance from manholes and valve boxes.
3. The opening around the loop stub shall be patched with matching paving material if opened larger than PVC sleeve + 2" (in).
4. Sawcut the loop slots and the lead-in slots. Wash/dry cuts. File edges to remove burr of all saw-cuts into stub out sleeve.
5. Lay out the loop wire starting at the Junction Box, allowing 5' (ft) minimum slack.
6. Install the wire in the loop slot as shown.
7. Finish laying out the wire at the Junction Box and identify the leads with the loop number, the "S" for start and the "F" for the finish, the loop series number, and the loop lead-in conductor number.
8. Twist each pair of the lead-in wires a minimum of two times per foot each foot, from the loop to the Junction Box. Reverse the direction of the twist for each successive pair installed. Seal loops/sawcuts.
9. Construct a supplemental splice containing any series loop connections in the adjacent junction box as required in the plans. Supplemental splices are subject to the same requirements shown for the loop lead-in and the shielded cable splice.
10. Splice the loop lead-ins to the shielded cable as noted in the Contract. See **Standard Plan J-50.05** for Loop Splice details.
11. All loop circuits shall be tested per **Standard Specification Section 8-20.3(14)D** once installation is complete.
12. Existing stub-out shall be upgraded as necessary to conform to the conduit size table shown on sheet 1.
13. All loop lead-in sawcuts parallel to lane edge shall be at least 12" (in) from edge of pavement and within six inches outside of lane or fog line when possible. Maintain 12" (in) separation between parallel cuts or joints.
14. The loop stub-out sleeve shall have an inside diameter 1" (in) larger than the outside diameter of the End Bell Bushing. Sleeve shall be notched 5/8" (in) to 3/4" (in) to accommodate loop wires. Plug conduit and fill sleeve with sand until loops are installed to keep out Hot Asphalt during paving operations.



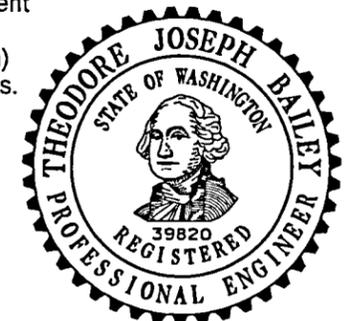
**DETAIL "A"**



**DETAIL "B"**



**PLAN SAWCUT AND CONDUIT CONNECTION**



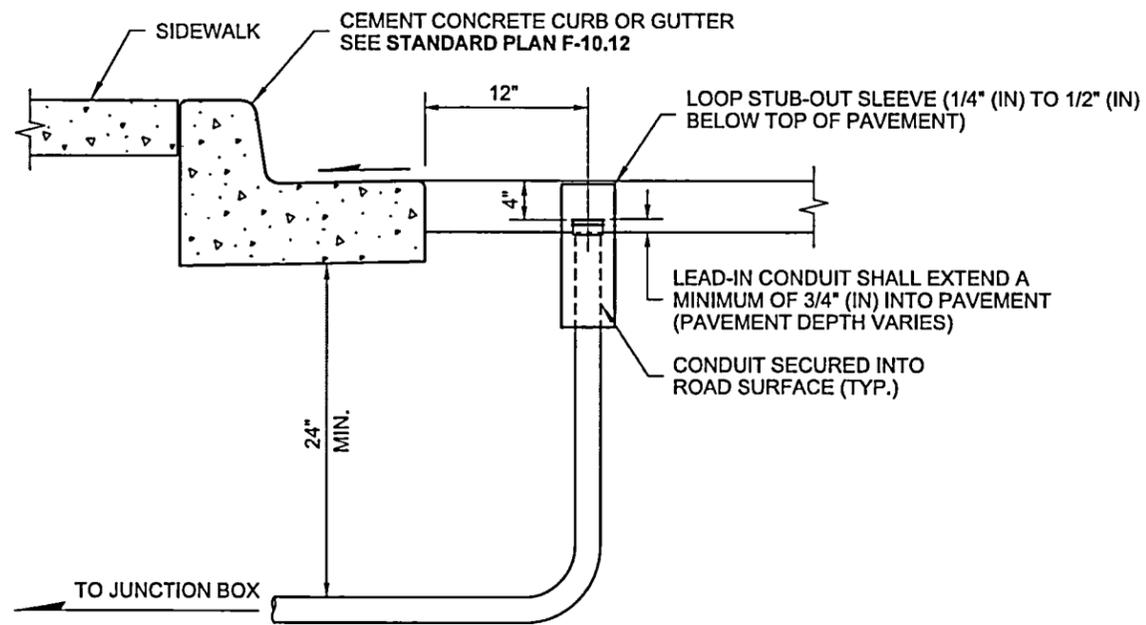
*Theodore Joseph Bailey* Bailey, Ted  
Jul 18 2017 9:57 AM

**INDUCTION LOOP DETAILS**

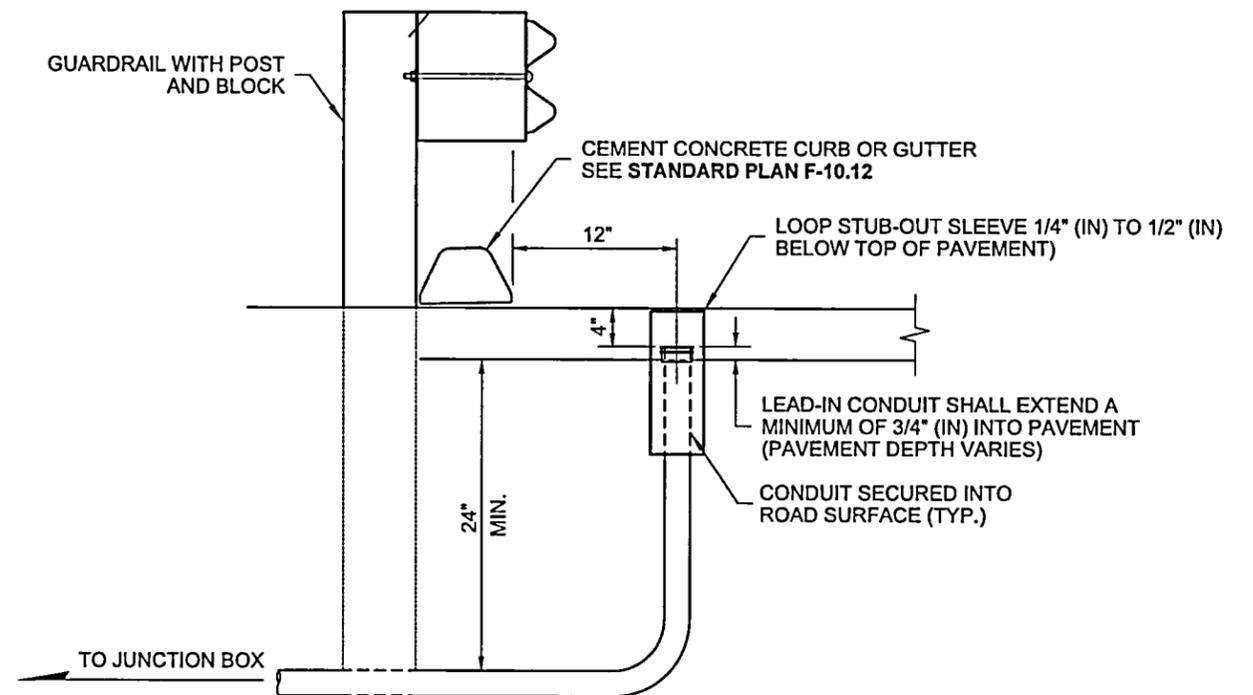
**STANDARD PLAN J-50.15-01**

SHEET 2 OF 3 SHEETS

APPROVED FOR PUBLICATION	
<i>Jeff Carpenter</i>	Carpenter, Jeff Jul 21 2017 8 12 AM
STATE DESIGN ENGINEER	
Washington State Department of Transportation	

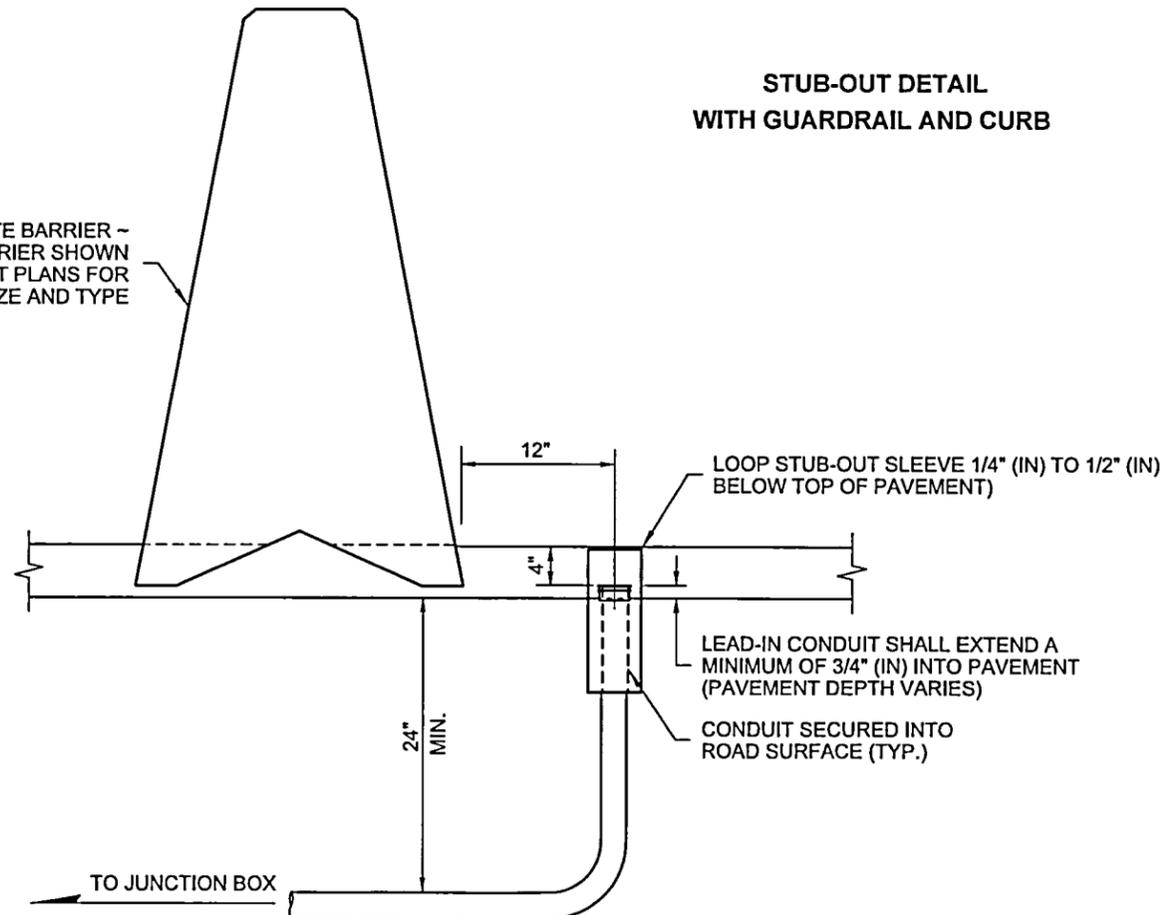


STUB-OUT DETAIL WITH CEMENT CONCRETE CURB OR GUTTER

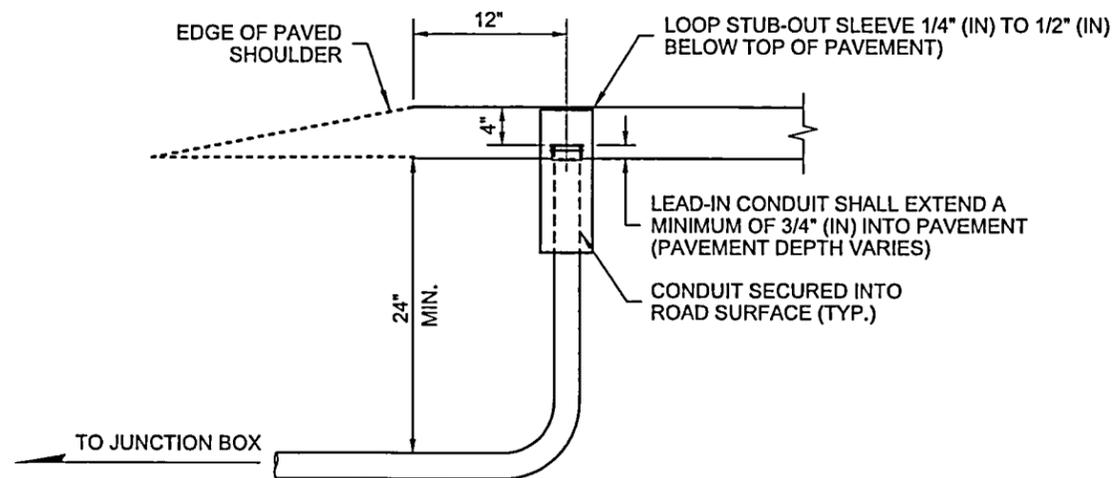


STUB-OUT DETAIL WITH GUARDRAIL AND CURB

CEMENT CONCRETE BARRIER ~ SINGLE SLOPE BARRIER SHOWN SEE CONTRACT PLANS FOR SIZE AND TYPE



STUB-OUT DETAIL WITH CEMENT CONCRETE BARRIER



STUB-OUT DETAIL WITH ROADWAY

STUBOUT CONDUIT PLACEMENT DETAILS



*Theodore Joseph Bailey* Bailey, Ted Jul 18 2017 9:57 AM

INDUCTION LOOP DETAILS

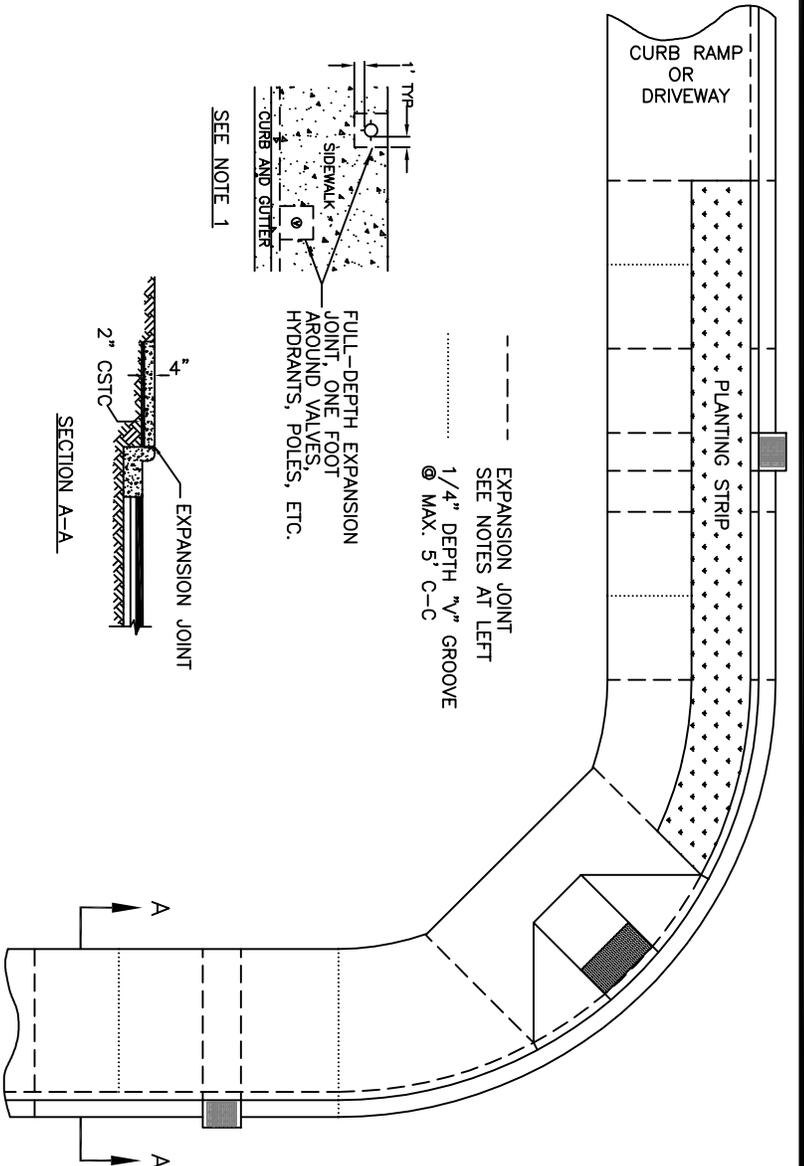
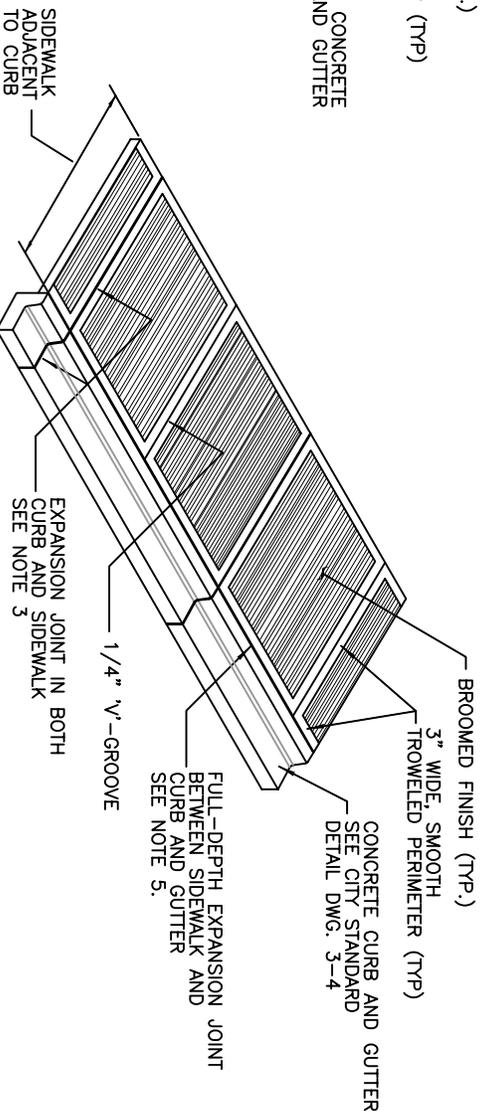
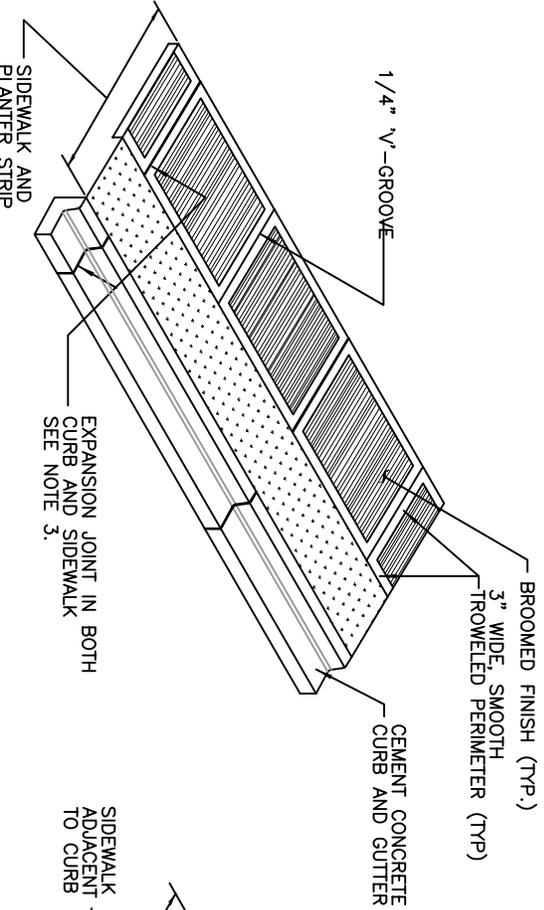
STANDARD PLAN J-50.15-01

SHEET 3 OF 3 SHEETS

APPROVED FOR PUBLICATION	
<i>Jeff Carpenter</i>	Carpenter, Jeff Jul 21 2017 8 12 AM
STATE DESIGN ENGINEER	
Washington State Department of Transportation	

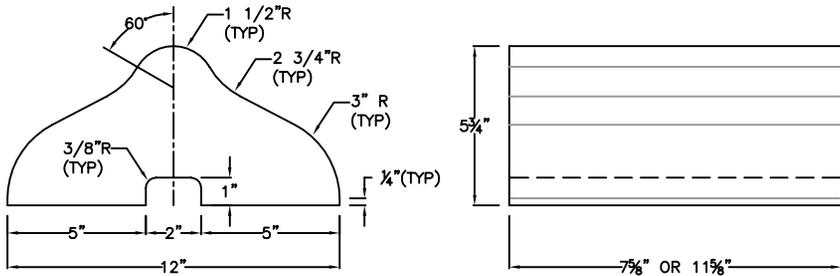
NOTES:

1. AN EXPANSION JOINT CONSISTING OF 3/8" PRE-MOLDED JOINT MATERIAL SHALL BE PLACED FULL DEPTH AROUND HYDRANTS, POLES, POSTS, AND UTILITY CASTINGS. SEE DETAIL AT RIGHT.
2. AN EXPANSION JOINT CONSISTING OF 3/8" PRE-MOLDED JOINT MATERIAL SHALL BE PLACED IN THE UPPER 2 INCHES OF CURBS AND SIDEWALKS AT 10 FOOT INTERVALS AND AT SIDES OF DRAINAGE INLETS. (JOINT MATERIAL OF 2 1/2" DEPTH MAY BE USED IN LIEU OF 2" DEPTH).
3. EXPANSION JOINTS IN SIDEWALK SHALL BE LOCATED SO AS TO MATCH THE JOINTS IN THE CURB AND GUTTER, WHETHER THE SIDEWALK IS ADJACENT TO THE CURB OR SEPARATED BY A PLANTER STRIP.
4. TOOL MARKS, CONSISTING OF 1/4-INCH V'-GROOVES SHALL BE MADE IN THE SIDEWALK AT 5 FOOT INTERVALS, INTERMEDIATE TO THE EXPANSION JOINTS.
5. AN EXPANSION JOINT CONSISTING OF 3/8" PRE-MOLDED JOINT MATERIAL SHALL BE PLACED FULL-DEPTH BETWEEN THE CURB AND ADJACENT SIDEWALK.
6. EXPANSION JOINT MATERIAL SHALL CONFORM TO THE REQUIREMENTS OF ASTM D1751 (AASHTO M 213).
7. MONOLITHIC POURS OF CURB AND SIDEWALK ARE NOT ALLOWED.
8. ALL UTILITY APPURTENANCES WITHIN THE SIDEWALK SHALL HAVE ADA-COMPLIANT NON-SLID LIDS.



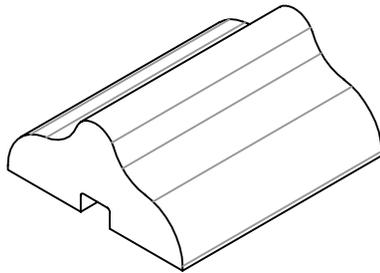
SEE NOTE 1

SECTION A-A



SECTION

ELEVATION

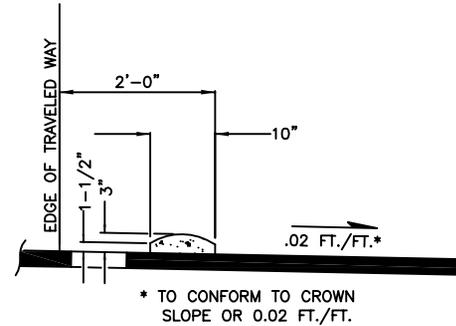


ISOMETRIC

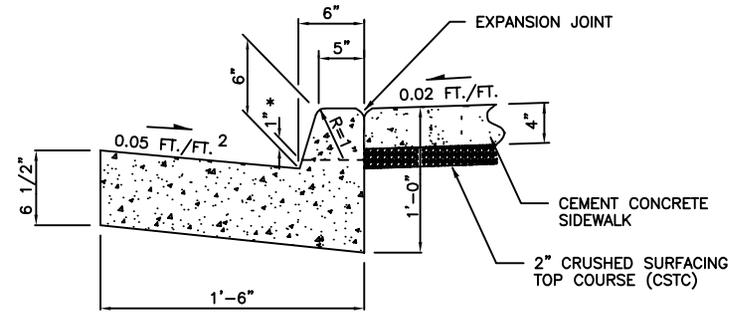
TYPE 'C' BLOCK TRAFFIC CURB

NOTES:

1. SEE DWG. 3-3 FOR JOINT REQUIREMENTS.
2. ROLL GUTTER TO MATCH POSITIVE SUPERELEVATION.
3. TO BE USED ONLY AS APPROVED BY THE PUBLIC WORKS DEPT.

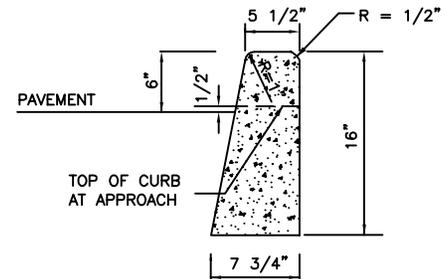


MOUNTABLE CEMENT CONCRETE CURB<sup>3</sup>



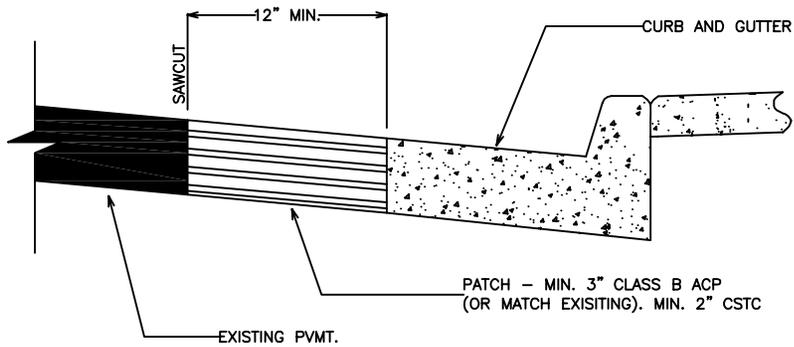
\* NOTE: TOP OF LIP AT DRIVEWAYS.

NEW CEMENT CONCRETE CURB & GUTTER



CEMENT CONCRETE BARRIER CURB

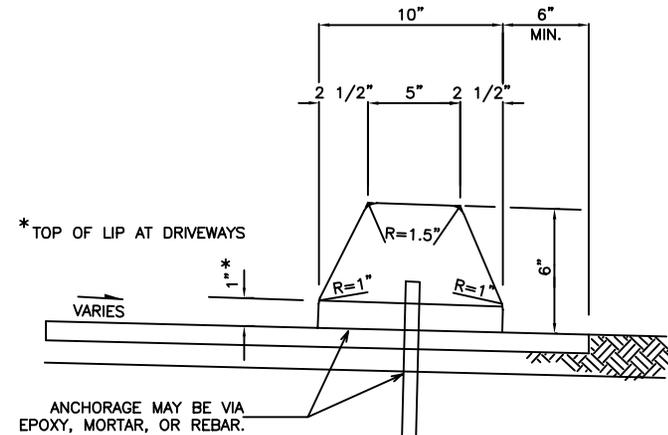
REV: FEB 2011



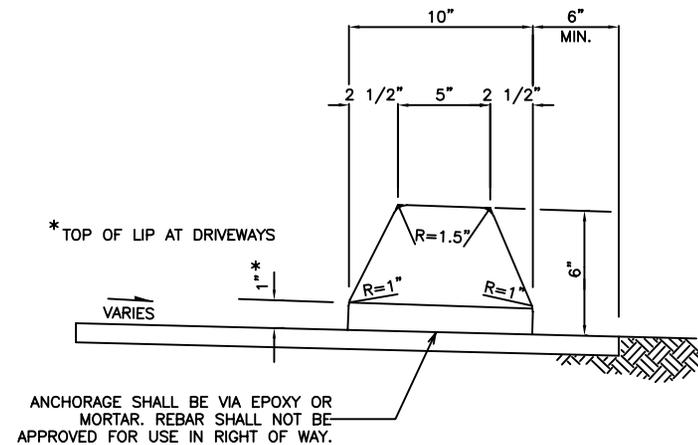
CEMENT CONCRETE CURB & GUTTER REPLACEMENT<sup>1</sup>

NOTES:

- EXISTING CURB REPLACEMENT WILL REQUIRE REMOVAL OF ASPHALT A MINIMUM OF 12" FROM FACE OF GUTTER.



EXTRUDED ASPHALT OR CEMENT CONCRETE CURB  
IN PRIVATE PARKING AREAS ONLY



EXTRUDED CEMENT CONCRETE CURB  
FOR USE IN PUBLIC RIGHT OF WAY

APRIL 2012

City of Federal Way  
Contract Provisions  
Adaptive Traffic Signal Control – City Center – Phase 2  
Project #36233/ RFB #22-004

---

**FHWA 1273**

**REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS**  
FHWA-1273 -- Revised May 1, 2012

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

**ATTACHMENTS**

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

**I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with

the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

## II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this

contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

**10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### **III. NONSEGREGATED FACILITIES**

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### **IV. DAVIS-BACON AND RELATED ACT PROVISIONS**

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### **1. Minimum wages**

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and

mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## **2. Withholding**

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## **3. Payrolls and basic records**

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee ( e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may,

after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### **4. Apprentices and trainees**

##### **a. Apprentices (programs of the USDOL).**

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### **b. Trainees (programs of the USDOL).**

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and

individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual

was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## **VII. SAFETY: ACCIDENT PREVENTION**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

#### **VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

#### **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

## **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

### **1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or

general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\* \* \* \* \*

## **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## **2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or

voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-- Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

## **XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

## **ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

**AMENDMENT**  
**REQUIRED CONTRACT PROVISIONS**  
(Exclusive of Appalachian Contracts)

**FEDERAL-AID CONSTRUCTION CONTRACTS**

**The Federal-Aid provisions are supplemented with the following:**

XII. Cargo Preference Act

1. U.S. Department of Transportation Federal Highway Administration memorandum dated December 11, 2015 requires that all federal-aid highway programs awarded after February 15, 2016 must comply with the Cargo Preference Act and its regulation of 46 CFR 381.7 (a)-(b).

City of Federal Way  
Contract Provisions  
Adaptive Traffic Signal Control – City Center – Phase 2  
Project #36233/ RFB #22-004

---

**KING COUNTY, STATE, AND FEDERAL PREVAILING  
WAGES AND BENEFIT CODE KEY**

State of Washington  
 Department of Labor & Industries  
 Prevailing Wage Section - Telephone 360-902-5335  
 PO Box 44540, Olympia, WA 98504-4540

**Washington State Prevailing Wage**

The PREVAILING WAGES listed here include both the hourly wage rate and the hourly rate of fringe benefits. On public works projects, worker's wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements are provided on the Benefit Code Key.

Journey Level Prevailing Wage Rates for the Effective Date: 05/27/2022

<u>County</u>	<u>Trade</u>	<u>Job Classification</u>	<u>Wage</u>	<u>Holiday</u>	<u>Overtime</u>	<u>Note</u>	<u>*Risk Class</u>
King	<a href="#">Asbestos Abatement Workers</a>	Journey Level	\$54.62	5D	1H		<a href="#">View</a>
King	<a href="#">Boilermakers</a>	Journey Level	\$72.54	5N	1C		<a href="#">View</a>
King	<a href="#">Brick Mason</a>	Journey Level	\$63.32	7E	1N		<a href="#">View</a>
King	<a href="#">Brick Mason</a>	Pointer-Caulker-Cleaner	\$63.32	7E	1N		<a href="#">View</a>
King	<a href="#">Building Service Employees</a>	Janitor	\$27.23	5S	2F		<a href="#">View</a>
King	<a href="#">Building Service Employees</a>	Traveling Waxer/Shampooer	\$27.68	5S	2F		<a href="#">View</a>
King	<a href="#">Building Service Employees</a>	Window Cleaner (Non-Scaffold)	\$31.18	5S	2F		<a href="#">View</a>
King	<a href="#">Building Service Employees</a>	Window Cleaner (Scaffold)	\$32.18	5S	2F		<a href="#">View</a>
King	<a href="#">Cabinet Makers (In Shop)</a>	Journey Level	\$22.74		1		<a href="#">View</a>
King	<a href="#">Carpenters</a>	Acoustical Worker	\$68.19	15J	4C		<a href="#">View</a>
King	<a href="#">Carpenters</a>	Bridge, Dock And Wharf Carpenters	\$68.19	15J	4C		<a href="#">View</a>
King	<a href="#">Carpenters</a>	Carpenter	\$68.19	15J	4C		<a href="#">View</a>
King	<a href="#">Carpenters</a>	Floor Finisher	\$68.19	15J	4C		<a href="#">View</a>
King	<a href="#">Carpenters</a>	Floor Layer	\$68.19	15J	4C		<a href="#">View</a>
King	<a href="#">Carpenters</a>	Scaffold Erector	\$68.19	15J	4C		<a href="#">View</a>
King	<a href="#">Cement Masons</a>	Application of all Composition Mastic	\$67.41	15J	4U		<a href="#">View</a>
King	<a href="#">Cement Masons</a>	Application of all Epoxy Material	\$66.91	15J	4U		<a href="#">View</a>
King	<a href="#">Cement Masons</a>	Application of all Plastic Material	\$67.41	15J	4U		<a href="#">View</a>
King	<a href="#">Cement Masons</a>	Application of Sealing Compound	\$66.91	15J	4U		<a href="#">View</a>
King	<a href="#">Cement Masons</a>	Application of Underlayment	\$67.41	15J	4U		<a href="#">View</a>
King	<a href="#">Cement Masons</a>	Building General	\$66.91	15J	4U		<a href="#">View</a>
King	<a href="#">Cement Masons</a>	Composition or Kalman Floors	\$67.41	15J	4U		<a href="#">View</a>
King	<a href="#">Cement Masons</a>	Concrete Paving	\$66.91	15J	4U		<a href="#">View</a>
King	<a href="#">Cement Masons</a>	Curb & Gutter Machine	\$67.41	15J	4U		<a href="#">View</a>
King	<a href="#">Cement Masons</a>	Curb & Gutter, Sidewalks	\$66.91	15J	4U		<a href="#">View</a>
King	<a href="#">Cement Masons</a>	Curing Concrete	\$66.91	15J	4U		<a href="#">View</a>

King	<a href="#">Cement Masons</a>	Finish Colored Concrete	\$67.41	<a href="#">15J</a>	<a href="#">4U</a>		<a href="#">View</a>
King	<a href="#">Cement Masons</a>	Floor Grinding	\$67.41	<a href="#">15J</a>	<a href="#">4U</a>		<a href="#">View</a>
King	<a href="#">Cement Masons</a>	Floor Grinding/Polisher	\$66.91	<a href="#">15J</a>	<a href="#">4U</a>		<a href="#">View</a>
King	<a href="#">Cement Masons</a>	Green Concrete Saw, self-powered	\$67.41	<a href="#">15J</a>	<a href="#">4U</a>		<a href="#">View</a>
King	<a href="#">Cement Masons</a>	Grouting of all Plates	\$66.91	<a href="#">15J</a>	<a href="#">4U</a>		<a href="#">View</a>
King	<a href="#">Cement Masons</a>	Grouting of all Tilt-up Panels	\$66.91	<a href="#">15J</a>	<a href="#">4U</a>		<a href="#">View</a>
King	<a href="#">Cement Masons</a>	Gunite Nozzleman	\$67.41	<a href="#">15J</a>	<a href="#">4U</a>		<a href="#">View</a>
King	<a href="#">Cement Masons</a>	Hand Powered Grinder	\$67.41	<a href="#">15J</a>	<a href="#">4U</a>		<a href="#">View</a>
King	<a href="#">Cement Masons</a>	Journey Level	\$66.91	<a href="#">15J</a>	<a href="#">4U</a>		<a href="#">View</a>
King	<a href="#">Cement Masons</a>	Patching Concrete	\$66.91	<a href="#">15J</a>	<a href="#">4U</a>		<a href="#">View</a>
King	<a href="#">Cement Masons</a>	Pneumatic Power Tools	\$67.41	<a href="#">15J</a>	<a href="#">4U</a>		<a href="#">View</a>
King	<a href="#">Cement Masons</a>	Power Chipping & Brushing	\$67.41	<a href="#">15J</a>	<a href="#">4U</a>		<a href="#">View</a>
King	<a href="#">Cement Masons</a>	Sand Blasting Architectural Finish	\$67.41	<a href="#">15J</a>	<a href="#">4U</a>		<a href="#">View</a>
King	<a href="#">Cement Masons</a>	Screed & Rodding Machine	\$67.41	<a href="#">15J</a>	<a href="#">4U</a>		<a href="#">View</a>
King	<a href="#">Cement Masons</a>	Spackling or Skim Coat Concrete	\$66.91	<a href="#">15J</a>	<a href="#">4U</a>		<a href="#">View</a>
King	<a href="#">Cement Masons</a>	Troweling Machine Operator	\$67.41	<a href="#">15J</a>	<a href="#">4U</a>		<a href="#">View</a>
King	<a href="#">Cement Masons</a>	Troweling Machine Operator on Colored Slabs	\$67.41	<a href="#">15J</a>	<a href="#">4U</a>		<a href="#">View</a>
King	<a href="#">Cement Masons</a>	Tunnel Workers	\$67.41	<a href="#">15J</a>	<a href="#">4U</a>		<a href="#">View</a>
King	<a href="#">Divers &amp; Tenders</a>	Bell/Vehicle or Submersible Operator (Not Under Pressure)	\$122.46	<a href="#">15J</a>	<a href="#">4C</a>		<a href="#">View</a>
King	<a href="#">Divers &amp; Tenders</a>	Diver	\$122.49	<a href="#">15J</a>	<a href="#">4C</a>	<a href="#">8V</a>	<a href="#">View</a>
King	<a href="#">Divers &amp; Tenders</a>	Diver On Standby	\$81.04	<a href="#">15J</a>	<a href="#">4C</a>		<a href="#">View</a>
King	<a href="#">Divers &amp; Tenders</a>	Diver Tender	\$73.60	<a href="#">15J</a>	<a href="#">4C</a>		<a href="#">View</a>
King	<a href="#">Divers &amp; Tenders</a>	Manifold Operator	\$73.60	<a href="#">15J</a>	<a href="#">4C</a>		<a href="#">View</a>
King	<a href="#">Divers &amp; Tenders</a>	Manifold Operator Mixed Gas	\$78.60	<a href="#">15J</a>	<a href="#">4C</a>		<a href="#">View</a>
King	<a href="#">Divers &amp; Tenders</a>	Remote Operated Vehicle Operator/Technician	\$73.60	<a href="#">15J</a>	<a href="#">4C</a>		<a href="#">View</a>
King	<a href="#">Divers &amp; Tenders</a>	Remote Operated Vehicle Tender	\$68.64	<a href="#">15J</a>	<a href="#">4C</a>		<a href="#">View</a>
King	<a href="#">Dredge Workers</a>	Assistant Engineer	\$73.62	<a href="#">5D</a>	<a href="#">3F</a>		<a href="#">View</a>
King	<a href="#">Dredge Workers</a>	Assistant Mate (Deckhand)	\$73.05	<a href="#">5D</a>	<a href="#">3F</a>		<a href="#">View</a>
King	<a href="#">Dredge Workers</a>	Boatmen	\$73.62	<a href="#">5D</a>	<a href="#">3F</a>		<a href="#">View</a>
King	<a href="#">Dredge Workers</a>	Engineer Welder	\$75.03	<a href="#">5D</a>	<a href="#">3F</a>		<a href="#">View</a>
King	<a href="#">Dredge Workers</a>	Leverman, Hydraulic	\$76.53	<a href="#">5D</a>	<a href="#">3F</a>		<a href="#">View</a>
King	<a href="#">Dredge Workers</a>	Mates	\$73.62	<a href="#">5D</a>	<a href="#">3F</a>		<a href="#">View</a>
King	<a href="#">Dredge Workers</a>	Oiler	\$73.05	<a href="#">5D</a>	<a href="#">3F</a>		<a href="#">View</a>
King	<a href="#">Drywall Applicator</a>	Journey Level	\$68.19	<a href="#">15J</a>	<a href="#">4C</a>		<a href="#">View</a>
King	<a href="#">Drywall Tapers</a>	Journey Level	\$67.91	<a href="#">5P</a>	<a href="#">1E</a>		<a href="#">View</a>
King	<a href="#">Electrical Fixture Maintenance Workers</a>	Journey Level	\$35.19	<a href="#">5L</a>	<a href="#">1E</a>		<a href="#">View</a>
King	<a href="#">Electricians - Inside</a>	Cable Splicer	\$97.21	<a href="#">7C</a>	<a href="#">4E</a>		<a href="#">View</a>
King	<a href="#">Electricians - Inside</a>	Cable Splicer (tunnel)	\$104.49	<a href="#">7C</a>	<a href="#">4E</a>		<a href="#">View</a>
King	<a href="#">Electricians - Inside</a>	Certified Welder	\$93.91	<a href="#">7C</a>	<a href="#">4E</a>		<a href="#">View</a>
King	<a href="#">Electricians - Inside</a>	Certified Welder (tunnel)	\$100.86	<a href="#">7C</a>	<a href="#">4E</a>		<a href="#">View</a>

King	<a href="#">Electricians - Inside</a>	Construction Stock Person	\$47.03	<u>7C</u>	<u>4E</u>		<a href="#">View</a>
King	<a href="#">Electricians - Inside</a>	Journey Level	\$90.59	<u>7C</u>	<u>4E</u>		<a href="#">View</a>
King	<a href="#">Electricians - Inside</a>	Journey Level (tunnel)	\$97.21	<u>7C</u>	<u>4E</u>		<a href="#">View</a>
King	<a href="#">Electricians - Motor Shop</a>	Journey Level	\$48.68	<u>5A</u>	<u>1B</u>		<a href="#">View</a>
King	<a href="#">Electricians - Powerline Construction</a>	Cable Splicer	\$88.89	<u>5A</u>	<u>4D</u>		<a href="#">View</a>
King	<a href="#">Electricians - Powerline Construction</a>	Certified Line Welder	\$81.65	<u>5A</u>	<u>4D</u>		<a href="#">View</a>
King	<a href="#">Electricians - Powerline Construction</a>	Groundperson	\$52.91	<u>5A</u>	<u>4D</u>		<a href="#">View</a>
King	<a href="#">Electricians - Powerline Construction</a>	Heavy Line Equipment Operator	\$81.65	<u>5A</u>	<u>4D</u>		<a href="#">View</a>
King	<a href="#">Electricians - Powerline Construction</a>	Journey Level Lineperson	\$81.65	<u>5A</u>	<u>4D</u>		<a href="#">View</a>
King	<a href="#">Electricians - Powerline Construction</a>	Line Equipment Operator	\$70.02	<u>5A</u>	<u>4D</u>		<a href="#">View</a>
King	<a href="#">Electricians - Powerline Construction</a>	Meter Installer	\$52.91	<u>5A</u>	<u>4D</u>	<u>8W</u>	<a href="#">View</a>
King	<a href="#">Electricians - Powerline Construction</a>	Pole Sprayer	\$81.65	<u>5A</u>	<u>4D</u>		<a href="#">View</a>
King	<a href="#">Electricians - Powerline Construction</a>	Powderperson	\$60.75	<u>5A</u>	<u>4D</u>		<a href="#">View</a>
King	<a href="#">Electronic Technicians</a>	Journey Level	\$59.10	<u>7E</u>	<u>1E</u>		<a href="#">View</a>
King	<a href="#">Elevator Constructors</a>	Mechanic	\$103.81	<u>7D</u>	<u>4A</u>		<a href="#">View</a>
King	<a href="#">Elevator Constructors</a>	Mechanic In Charge	\$112.09	<u>7D</u>	<u>4A</u>		<a href="#">View</a>
King	<a href="#">Fabricated Precast Concrete Products</a>	All Classifications - In-Factory Work Only	\$18.25	<u>5B</u>	<u>1R</u>		<a href="#">View</a>
King	<a href="#">Fence Erectors</a>	Fence Erector	\$46.29	<u>15J</u>	<u>4V</u>	<u>8Y</u>	<a href="#">View</a>
King	<a href="#">Fence Erectors</a>	Fence Laborer	\$46.29	<u>15J</u>	<u>4V</u>	<u>8Y</u>	<a href="#">View</a>
King	<a href="#">Flaggers</a>	Journey Level	\$46.29	<u>15J</u>	<u>4V</u>	<u>8Y</u>	<a href="#">View</a>
King	<a href="#">Glaziers</a>	Journey Level	\$72.41	<u>7L</u>	<u>1Y</u>		<a href="#">View</a>
King	<a href="#">Heat &amp; Frost Insulators And Asbestos Workers</a>	Journey Level	\$82.02	<u>15H</u>	<u>11C</u>		<a href="#">View</a>
King	<a href="#">Heating Equipment Mechanics</a>	Journey Level	\$91.83	<u>7F</u>	<u>1E</u>		<a href="#">View</a>
King	<a href="#">Hod Carriers &amp; Mason Tenders</a>	Journey Level	\$57.31	<u>15J</u>	<u>4V</u>	<u>8Y</u>	<a href="#">View</a>
King	<a href="#">Industrial Power Vacuum Cleaner</a>	Journey Level	\$14.49		<u>1</u>		<a href="#">View</a>
King	<a href="#">Inland Boatmen</a>	Boat Operator	\$61.41	<u>5B</u>	<u>1K</u>		<a href="#">View</a>
King	<a href="#">Inland Boatmen</a>	Cook	\$56.48	<u>5B</u>	<u>1K</u>		<a href="#">View</a>
King	<a href="#">Inland Boatmen</a>	Deckhand	\$57.48	<u>5B</u>	<u>1K</u>		<a href="#">View</a>
King	<a href="#">Inland Boatmen</a>	Deckhand Engineer	\$58.81	<u>5B</u>	<u>1K</u>		<a href="#">View</a>
King	<a href="#">Inland Boatmen</a>	Launch Operator	\$58.89	<u>5B</u>	<u>1K</u>		<a href="#">View</a>
King	<a href="#">Inland Boatmen</a>	Mate	\$57.31	<u>5B</u>	<u>1K</u>		<a href="#">View</a>
King	<a href="#">Inspection/Cleaning/Sealing Of Sewer &amp; Water Systems By Remote Control</a>	Cleaner Operator, Foamer Operator	\$31.49		<u>1</u>		<a href="#">View</a>
King	<a href="#">Inspection/Cleaning/Sealing Of Sewer &amp; Water Systems By Remote Control</a>	Grout Truck Operator	\$14.49		<u>1</u>		<a href="#">View</a>
King	<a href="#">Inspection/Cleaning/Sealing Of</a>	Head Operator	\$24.91		<u>1</u>		<a href="#">View</a>

	<a href="#">Sewer &amp; Water Systems By Remote Control</a>						
King	<a href="#">Inspection/Cleaning/Sealing Of Sewer &amp; Water Systems By Remote Control</a>	Technician	\$19.33		1		<a href="#">View</a>
King	<a href="#">Inspection/Cleaning/Sealing Of Sewer &amp; Water Systems By Remote Control</a>	Tv Truck Operator	\$20.45		1		<a href="#">View</a>
King	<a href="#">Insulation Applicators</a>	Journey Level	\$68.19	15J	4C		<a href="#">View</a>
King	<a href="#">Ironworkers</a>	Journeyman	\$80.28	7N	10		<a href="#">View</a>
King	<a href="#">Laborers</a>	Air, Gas Or Electric Vibrating Screed	\$54.62	15J	4V	8Y	<a href="#">View</a>
King	<a href="#">Laborers</a>	Airtrac Drill Operator	\$56.31	15J	4V	8Y	<a href="#">View</a>
King	<a href="#">Laborers</a>	Ballast Regular Machine	\$54.62	15J	4V	8Y	<a href="#">View</a>
King	<a href="#">Laborers</a>	Batch Weighman	\$46.29	15J	4V	8Y	<a href="#">View</a>
King	<a href="#">Laborers</a>	Brick Pavers	\$54.62	15J	4V	8Y	<a href="#">View</a>
King	<a href="#">Laborers</a>	Brush Cutter	\$54.62	15J	4V	8Y	<a href="#">View</a>
King	<a href="#">Laborers</a>	Brush Hog Feeder	\$54.62	15J	4V	8Y	<a href="#">View</a>
King	<a href="#">Laborers</a>	Burner	\$54.62	15J	4V	8Y	<a href="#">View</a>
King	<a href="#">Laborers</a>	Caisson Worker	\$56.31	15J	4V	8Y	<a href="#">View</a>
King	<a href="#">Laborers</a>	Carpenter Tender	\$54.62	15J	4V	8Y	<a href="#">View</a>
King	<a href="#">Laborers</a>	Cement Dumper-paving	\$55.62	15J	4V	8Y	<a href="#">View</a>
King	<a href="#">Laborers</a>	Cement Finisher Tender	\$54.62	15J	4V	8Y	<a href="#">View</a>
King	<a href="#">Laborers</a>	Change House Or Dry Shack	\$54.62	15J	4V	8Y	<a href="#">View</a>
King	<a href="#">Laborers</a>	Chipping Gun (30 Lbs. And Over)	\$55.62	15J	4V	8Y	<a href="#">View</a>
King	<a href="#">Laborers</a>	Chipping Gun (Under 30 Lbs.)	\$54.62	15J	4V	8Y	<a href="#">View</a>
King	<a href="#">Laborers</a>	Choker Setter	\$54.62	15J	4V	8Y	<a href="#">View</a>
King	<a href="#">Laborers</a>	Chuck Tender	\$54.62	15J	4V	8Y	<a href="#">View</a>
King	<a href="#">Laborers</a>	Clary Power Spreader	\$55.62	15J	4V	8Y	<a href="#">View</a>
King	<a href="#">Laborers</a>	Clean-up Laborer	\$54.62	15J	4V	8Y	<a href="#">View</a>
King	<a href="#">Laborers</a>	Concrete Dumper/Chute Operator	\$55.62	15J	4V	8Y	<a href="#">View</a>
King	<a href="#">Laborers</a>	Concrete Form Stripper	\$54.62	15J	4V	8Y	<a href="#">View</a>
King	<a href="#">Laborers</a>	Concrete Placement Crew	\$55.62	15J	4V	8Y	<a href="#">View</a>
King	<a href="#">Laborers</a>	Concrete Saw Operator/Core Driller	\$55.62	15J	4V	8Y	<a href="#">View</a>
King	<a href="#">Laborers</a>	Crusher Feeder	\$46.29	15J	4V	8Y	<a href="#">View</a>
King	<a href="#">Laborers</a>	Curing Laborer	\$54.62	15J	4V	8Y	<a href="#">View</a>
King	<a href="#">Laborers</a>	Demolition: Wrecking & Moving (Incl. Charred Material)	\$54.62	15J	4V	8Y	<a href="#">View</a>
King	<a href="#">Laborers</a>	Ditch Digger	\$54.62	15J	4V	8Y	<a href="#">View</a>
King	<a href="#">Laborers</a>	Diver	\$56.31	15J	4V	8Y	<a href="#">View</a>
King	<a href="#">Laborers</a>	Drill Operator (Hydraulic, Diamond)	\$55.62	15J	4V	8Y	<a href="#">View</a>
King	<a href="#">Laborers</a>	Dry Stack Walls	\$54.62	15J	4V	8Y	<a href="#">View</a>
King	<a href="#">Laborers</a>	Dump Person	\$54.62	15J	4V	8Y	<a href="#">View</a>
King	<a href="#">Laborers</a>	Epoxy Technician	\$54.62	15J	4V	8Y	<a href="#">View</a>
King	<a href="#">Laborers</a>	Erosion Control Worker	\$54.62	15J	4V	8Y	<a href="#">View</a>

King	<a href="#">Laborers</a>	Faller & Bucker Chain Saw	\$55.62	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
King	<a href="#">Laborers</a>	Fine Graders	\$54.62	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
King	<a href="#">Laborers</a>	Firewatch	\$46.29	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
King	<a href="#">Laborers</a>	Form Setter	\$54.62	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
King	<a href="#">Laborers</a>	Gabian Basket Builders	\$54.62	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
King	<a href="#">Laborers</a>	General Laborer	\$54.62	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
King	<a href="#">Laborers</a>	Grade Checker & Transit Person	\$57.31	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
King	<a href="#">Laborers</a>	Grinders	\$54.62	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
King	<a href="#">Laborers</a>	Grout Machine Tender	\$54.62	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
King	<a href="#">Laborers</a>	Groutmen (Pressure) Including Post Tension Beams	\$55.62	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
King	<a href="#">Laborers</a>	Guardrail Erector	\$54.62	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
King	<a href="#">Laborers</a>	Hazardous Waste Worker (Level A)	\$56.31	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
King	<a href="#">Laborers</a>	Hazardous Waste Worker (Level B)	\$55.62	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
King	<a href="#">Laborers</a>	Hazardous Waste Worker (Level C)	\$54.62	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
King	<a href="#">Laborers</a>	High Scaler	\$56.31	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
King	<a href="#">Laborers</a>	Jackhammer	\$55.62	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
King	<a href="#">Laborers</a>	Laserbeam Operator	\$55.62	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
King	<a href="#">Laborers</a>	Maintenance Person	\$54.62	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
King	<a href="#">Laborers</a>	Manhole Builder-Mudman	\$55.62	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
King	<a href="#">Laborers</a>	Material Yard Person	\$54.62	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
King	<a href="#">Laborers</a>	Motorman-Dinky Locomotive	\$55.62	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
King	<a href="#">Laborers</a>	nozzleman (concrete pump, green cutter when using combination of high pressure air & water on concrete & rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster)	\$57.31	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
King	<a href="#">Laborers</a>	Pavement Breaker	\$55.62	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
King	<a href="#">Laborers</a>	Pilot Car	\$46.29	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
King	<a href="#">Laborers</a>	Pipe Layer (Lead)	\$57.31	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
King	<a href="#">Laborers</a>	Pipe Layer/Tailor	\$55.62	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
King	<a href="#">Laborers</a>	Pipe Pot Tender	\$55.62	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
King	<a href="#">Laborers</a>	Pipe Reliner	\$55.62	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
King	<a href="#">Laborers</a>	Pipe Wrapper	\$55.62	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
King	<a href="#">Laborers</a>	Pot Tender	\$54.62	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
King	<a href="#">Laborers</a>	Powderman	\$56.31	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
King	<a href="#">Laborers</a>	Powderman's Helper	\$54.62	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
King	<a href="#">Laborers</a>	Power Jacks	\$55.62	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
King	<a href="#">Laborers</a>	Railroad Spike Puller - Power	\$55.62	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
King	<a href="#">Laborers</a>	Raker - Asphalt	\$57.31	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
King	<a href="#">Laborers</a>	Re-timberman	\$56.31	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
King	<a href="#">Laborers</a>	Remote Equipment Operator	\$55.62	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
King	<a href="#">Laborers</a>	Rigger/Signal Person	\$55.62	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
King	<a href="#">Laborers</a>	Rip Rap Person	\$54.62	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>

King	<a href="#">Laborers</a>	Rivet Buster	\$55.62	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
King	<a href="#">Laborers</a>	Rodder	\$55.62	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
King	<a href="#">Laborers</a>	Scaffold Erector	\$54.62	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
King	<a href="#">Laborers</a>	Scale Person	\$54.62	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
King	<a href="#">Laborers</a>	Sloper (Over 20")	\$55.62	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
King	<a href="#">Laborers</a>	Sloper Sprayer	\$54.62	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
King	<a href="#">Laborers</a>	Spreader (Concrete)	\$55.62	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
King	<a href="#">Laborers</a>	Stake Hopper	\$54.62	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
King	<a href="#">Laborers</a>	Stock Piler	\$54.62	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
King	<a href="#">Laborers</a>	Swinging Stage/Boatswain Chair	\$46.29	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
King	<a href="#">Laborers</a>	Tamper & Similar Electric, Air & Gas Operated Tools	\$55.62	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
King	<a href="#">Laborers</a>	Tamper (Multiple & Self-propelled)	\$55.62	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
King	<a href="#">Laborers</a>	Timber Person - Sewer (Lagger, Shorer & Cribber)	\$55.62	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
King	<a href="#">Laborers</a>	Toolroom Person (at Jobsite)	\$54.62	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
King	<a href="#">Laborers</a>	Topper	\$54.62	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
King	<a href="#">Laborers</a>	Track Laborer	\$54.62	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
King	<a href="#">Laborers</a>	Track Liner (Power)	\$55.62	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
King	<a href="#">Laborers</a>	Traffic Control Laborer	\$49.50	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">9C</a>	<a href="#">View</a>
King	<a href="#">Laborers</a>	Traffic Control Supervisor	\$52.45	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">9C</a>	<a href="#">View</a>
King	<a href="#">Laborers</a>	Truck Spotter	\$54.62	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
King	<a href="#">Laborers</a>	Tugger Operator	\$55.62	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
King	<a href="#">Laborers</a>	Tunnel Work-Compressed Air Worker 0-30 psi	\$142.82	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">9B</a>	<a href="#">View</a>
King	<a href="#">Laborers</a>	Tunnel Work-Compressed Air Worker 30.01-44.00 psi	\$147.85	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">9B</a>	<a href="#">View</a>
King	<a href="#">Laborers</a>	Tunnel Work-Compressed Air Worker 44.01-54.00 psi	\$151.53	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">9B</a>	<a href="#">View</a>
King	<a href="#">Laborers</a>	Tunnel Work-Compressed Air Worker 54.01-60.00 psi	\$157.23	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">9B</a>	<a href="#">View</a>
King	<a href="#">Laborers</a>	Tunnel Work-Compressed Air Worker 60.01-64.00 psi	\$159.35	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">9B</a>	<a href="#">View</a>
King	<a href="#">Laborers</a>	Tunnel Work-Compressed Air Worker 64.01-68.00 psi	\$164.45	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">9B</a>	<a href="#">View</a>
King	<a href="#">Laborers</a>	Tunnel Work-Compressed Air Worker 68.01-70.00 psi	\$166.35	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">9B</a>	<a href="#">View</a>
King	<a href="#">Laborers</a>	Tunnel Work-Compressed Air Worker 70.01-72.00 psi	\$168.35	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">9B</a>	<a href="#">View</a>
King	<a href="#">Laborers</a>	Tunnel Work-Compressed Air Worker 72.01-74.00 psi	\$170.35	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">9B</a>	<a href="#">View</a>
King	<a href="#">Laborers</a>	Tunnel Work-Guage and Lock Tender	\$57.41	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
King	<a href="#">Laborers</a>	Tunnel Work-Miner	\$57.41	<a href="#">7A</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
King	<a href="#">Laborers</a>	Tunnel Work-Miner	\$57.41	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
King	<a href="#">Laborers</a>	Vibrator	\$55.62	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
King	<a href="#">Laborers</a>	Vinyl Seamer	\$54.62	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
King	<a href="#">Laborers</a>	Watchman	\$42.08	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>

King	<a href="#">Laborers</a>	Welder	\$55.62	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
King	<a href="#">Laborers</a>	Well Point Laborer	\$55.62	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
King	<a href="#">Laborers</a>	Window Washer/Cleaner	\$42.08	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
King	<a href="#">Laborers - Underground Sewer &amp; Water</a>	General Laborer & Topman	\$54.62	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
King	<a href="#">Laborers - Underground Sewer &amp; Water</a>	Pipe Layer	\$55.62	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
King	<a href="#">Landscape Construction</a>	Landscape Construction/Landscaping Or Planting Laborers	\$42.08	<a href="#">15J</a>	<a href="#">4V</a>	<a href="#">8Y</a>	<a href="#">View</a>
King	<a href="#">Landscape Construction</a>	Landscape Operator	\$75.50	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Landscape Maintenance</a>	Groundskeeper	\$17.87		<a href="#">1</a>		<a href="#">View</a>
King	<a href="#">Lathers</a>	Journey Level	\$68.19	<a href="#">15J</a>	<a href="#">4C</a>		<a href="#">View</a>
King	<a href="#">Marble Setters</a>	Journey Level	\$63.32	<a href="#">7E</a>	<a href="#">1N</a>		<a href="#">View</a>
King	<a href="#">Metal Fabrication (In Shop)</a>	Fitter/Certified Welder	\$42.17	<a href="#">15I</a>	<a href="#">11E</a>		<a href="#">View</a>
King	<a href="#">Metal Fabrication (In Shop)</a>	General Laborer	\$30.07	<a href="#">15I</a>	<a href="#">11E</a>		<a href="#">View</a>
King	<a href="#">Metal Fabrication (In Shop)</a>	Mechanic	\$43.63	<a href="#">15I</a>	<a href="#">11E</a>		<a href="#">View</a>
King	<a href="#">Metal Fabrication (In Shop)</a>	Welder/Burner	\$39.28	<a href="#">15I</a>	<a href="#">11E</a>		<a href="#">View</a>
King	<a href="#">Millwright</a>	Journey Level	\$69.74	<a href="#">15J</a>	<a href="#">4C</a>		<a href="#">View</a>
King	<a href="#">Modular Buildings</a>	Cabinet Assembly	\$14.49		<a href="#">1</a>		<a href="#">View</a>
King	<a href="#">Modular Buildings</a>	Electrician	\$14.49		<a href="#">1</a>		<a href="#">View</a>
King	<a href="#">Modular Buildings</a>	Equipment Maintenance	\$14.49		<a href="#">1</a>		<a href="#">View</a>
King	<a href="#">Modular Buildings</a>	Plumber	\$14.49		<a href="#">1</a>		<a href="#">View</a>
King	<a href="#">Modular Buildings</a>	Production Worker	\$14.49		<a href="#">1</a>		<a href="#">View</a>
King	<a href="#">Modular Buildings</a>	Tool Maintenance	\$14.49		<a href="#">1</a>		<a href="#">View</a>
King	<a href="#">Modular Buildings</a>	Utility Person	\$14.49		<a href="#">1</a>		<a href="#">View</a>
King	<a href="#">Modular Buildings</a>	Welder	\$14.49		<a href="#">1</a>		<a href="#">View</a>
King	<a href="#">Painters</a>	Journey Level	\$47.70	<a href="#">6Z</a>	<a href="#">2B</a>		<a href="#">View</a>
King	<a href="#">Pile Driver</a>	Crew Tender	\$62.69	<a href="#">15J</a>	<a href="#">4C</a>		<a href="#">View</a>
King	<a href="#">Pile Driver</a>	Crew Tender/Technician	\$62.69	<a href="#">15J</a>	<a href="#">4C</a>		<a href="#">View</a>
King	<a href="#">Pile Driver</a>	Hyperbaric Worker - Compressed Air Worker 0-30.00 PSI	\$85.00	<a href="#">15J</a>	<a href="#">4C</a>		<a href="#">View</a>
King	<a href="#">Pile Driver</a>	Hyperbaric Worker - Compressed Air Worker 30.01 - 44.00 PSI	\$90.00	<a href="#">15J</a>	<a href="#">4C</a>		<a href="#">View</a>
King	<a href="#">Pile Driver</a>	Hyperbaric Worker - Compressed Air Worker 44.01 - 54.00 PSI	\$94.00	<a href="#">15J</a>	<a href="#">4C</a>		<a href="#">View</a>
King	<a href="#">Pile Driver</a>	Hyperbaric Worker - Compressed Air Worker 64.01 - 68.00 PSI	\$106.50	<a href="#">15J</a>	<a href="#">4C</a>		<a href="#">View</a>
King	<a href="#">Pile Driver</a>	Hyperbaric Worker - Compressed Air Worker 68.01 - 70.00 PSI	\$108.50	<a href="#">15J</a>	<a href="#">4C</a>		<a href="#">View</a>
King	<a href="#">Pile Driver</a>	Hyperbaric Worker - Compressed Air Worker 70.01 - 72.00 PSI	\$110.50	<a href="#">15J</a>	<a href="#">4C</a>		<a href="#">View</a>
King	<a href="#">Pile Driver</a>	Hyperbaric Worker - Compressed Air Worker 72.01 - 74.00 PSI	\$112.50	<a href="#">15J</a>	<a href="#">4C</a>		<a href="#">View</a>

King	<a href="#">Pile Driver</a>	Journey Level	\$68.64	<u>15J</u>	<u>4C</u>		<a href="#">View</a>
King	<a href="#">Plasterers</a>	Journey Level	\$64.14	<u>7Q</u>	<u>1R</u>		<a href="#">View</a>
King	<a href="#">Plasterers</a>	Nozzleman	\$67.64	<u>7Q</u>	<u>1R</u>		<a href="#">View</a>
King	<a href="#">Playground &amp; Park Equipment Installers</a>	Journey Level	\$14.49		<u>1</u>		<a href="#">View</a>
King	<a href="#">Plumbers &amp; Pipefitters</a>	Journey Level	\$94.69	<u>6Z</u>	<u>1G</u>		<a href="#">View</a>
King	<a href="#">Power Equipment Operators</a>	Asphalt Plant Operators	\$76.77	<u>15J</u>	<u>11G</u>	<u>8X</u>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators</a>	Assistant Engineer	\$72.20	<u>15J</u>	<u>11G</u>	<u>8X</u>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators</a>	Barrier Machine (zipper)	\$76.09	<u>15J</u>	<u>11G</u>	<u>8X</u>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators</a>	Batch Plant Operator: concrete	\$76.09	<u>15J</u>	<u>11G</u>	<u>8X</u>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators</a>	Boat Operator	\$76.87	<u>7A</u>	<u>11H</u>	<u>8X</u>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators</a>	Bobcat	\$72.20	<u>15J</u>	<u>11G</u>	<u>8X</u>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators</a>	Brokk - Remote Demolition Equipment	\$72.20	<u>15J</u>	<u>11G</u>	<u>8X</u>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators</a>	Brooms	\$72.20	<u>15J</u>	<u>11G</u>	<u>8X</u>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators</a>	Bump Cutter	\$76.09	<u>15J</u>	<u>11G</u>	<u>8X</u>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators</a>	Cableways	\$76.77	<u>15J</u>	<u>11G</u>	<u>8X</u>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators</a>	Chipper	\$76.09	<u>15J</u>	<u>11G</u>	<u>8X</u>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators</a>	Compressor	\$72.20	<u>15J</u>	<u>11G</u>	<u>8X</u>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators</a>	Concrete Finish Machine - Laser Screed	\$72.20	<u>15J</u>	<u>11G</u>	<u>8X</u>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators</a>	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	\$75.50	<u>15J</u>	<u>11G</u>	<u>8X</u>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators</a>	Concrete Pump: Truck Mount With Boom Attachment Over 42 M	\$76.77	<u>15J</u>	<u>11G</u>	<u>8X</u>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators</a>	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$76.09	<u>15J</u>	<u>11G</u>	<u>8X</u>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators</a>	Conveyors	\$75.50	<u>15J</u>	<u>11G</u>	<u>8X</u>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators</a>	Cranes Friction: 200 tons and over	\$79.20	<u>7A</u>	<u>11H</u>	<u>8X</u>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators</a>	Cranes, A-frame: 10 tons and under	\$72.30	<u>7A</u>	<u>11H</u>	<u>8X</u>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators</a>	Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments)	\$77.63	<u>7A</u>	<u>11H</u>	<u>8X</u>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators</a>	Cranes: 20 tons through 44 tons with attachments	\$76.19	<u>7A</u>	<u>11H</u>	<u>8X</u>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators</a>	Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments	\$78.44	<u>7A</u>	<u>11H</u>	<u>8X</u>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators</a>	Cranes: 300 tons and over or 300' of boom including jib with attachments	\$79.20	<u>7A</u>	<u>11H</u>	<u>8X</u>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators</a>	Cranes: 45 tons through 99 tons, under 150' of boom(including jib with attachments)	\$76.87	<u>7A</u>	<u>11H</u>	<u>8X</u>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators</a>	Cranes: Friction cranes through	\$78.44	<u>7A</u>	<u>11H</u>	<u>8X</u>	<a href="#">View</a>

		199 tons					
King	<a href="#">Power Equipment Operators</a>	Cranes: through 19 tons with attachments, a-frame over 10 tons	\$75.60	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators</a>	Crusher	\$76.09	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators</a>	Deck Engineer/Deck Winches (power)	\$76.09	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators</a>	Derricks, On Building Work	\$76.77	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators</a>	Dozers D-9 & Under	\$75.50	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators</a>	Drill Oilers: Auger Type, Truck Or Crane Mount	\$75.50	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators</a>	Drilling Machine	\$77.53	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators</a>	Elevator and man-lift: permanent and shaft type	\$72.20	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators</a>	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$76.09	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators</a>	Forklift: 3000 lbs and over with attachments	\$75.50	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators</a>	Grade Engineer: Using Blue Prints, Cut Sheets, Etc	\$76.09	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators</a>	Gradechecker/Stakeman	\$72.20	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators</a>	Guardrail Punch	\$76.09	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators</a>	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$76.77	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators</a>	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$76.09	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators</a>	Horizontal/Directional Drill Locator	\$75.50	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators</a>	Horizontal/Directional Drill Operator	\$76.09	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators</a>	Hydralifts/Boom Trucks Over 10 Tons	\$75.60	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators</a>	Hydralifts/boom trucks: 10 tons and under	\$72.30	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators</a>	Leverman	\$78.33	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators</a>	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$76.77	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators</a>	Loaders, Overhead Under 6 Yards	\$76.09	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators</a>	Loaders, Plant Feed	\$76.09	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators</a>	Loaders: Elevating Type Belt	\$75.50	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators</a>	Locomotives, All	\$76.09	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators</a>	Material Transfer Device	\$76.09	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators</a>	Mechanics: All (Leadmen - \$0.50 per hour over mechanic)	\$77.53	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators</a>	Motor Patrol Graders	\$76.77	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators</a>	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$76.77	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>

King	<a href="#">Power Equipment Operators</a>	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$72.20	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators</a>	Outside Hoists (Elevators and Manlifts), Air Tuggers, Strato	\$75.50	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators</a>	Overhead, bridge type: 100 tons and over	\$77.63	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators</a>	Overhead, bridge type: 45 tons through 99 tons	\$76.87	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators</a>	Pavement Breaker	\$72.20	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators</a>	Pile Driver (other Than Crane Mount)	\$76.09	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators</a>	Plant Oiler - Asphalt, Crusher	\$75.50	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators</a>	Posthole Digger, Mechanical	\$72.20	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators</a>	Power Plant	\$72.20	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators</a>	Pumps - Water	\$72.20	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators</a>	Quad 9, Hd 41, D10 And Over	\$76.77	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators</a>	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$76.77	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators</a>	Rigger and Bellman	\$72.30	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators</a>	Rigger/Signal Person, Bellman(Certified)	\$75.60	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators</a>	Rollagon	\$76.77	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators</a>	Roller, Other Than Plant Mix	\$72.20	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators</a>	Roller, Plant Mix Or Multi-lift Materials	\$75.50	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators</a>	Roto-mill, Roto-grinder	\$76.09	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators</a>	Saws - Concrete	\$75.50	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators</a>	Scraper, Self Propelled Under 45 Yards	\$76.09	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators</a>	Scrapers - Concrete & Carry All	\$75.50	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators</a>	Scrapers, Self-propelled: 45 Yards And Over	\$76.77	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators</a>	Service Engineers: Equipment	\$75.50	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators</a>	Shotcrete/Gunite Equipment	\$72.20	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators</a>	Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons	\$75.50	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators</a>	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$76.77	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators</a>	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$76.09	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators</a>	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$77.53	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators</a>	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$78.33	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators</a>	Slipform Pavers	\$76.77	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators</a>	Spreader, Topsider & Screedman	\$76.77	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>

King	<a href="#">Power Equipment Operators</a>	Subgrader Trimmer	\$76.09	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators</a>	Tower Bucket Elevators	\$75.50	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators</a>	Tower Crane: over 175' through 250' in height, base to boom	\$78.44	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators</a>	Tower crane: up to 175' in height base to boom	\$77.63	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators</a>	Tower Cranes: over 250' in height from base to boom	\$79.20	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators</a>	Transporters, All Track Or Truck Type	\$76.77	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators</a>	Trenching Machines	\$75.50	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators</a>	Truck crane oiler/driver: under 100 tons	\$75.60	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators</a>	Truck Mount Portable Conveyor	\$76.09	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators</a>	Welder	\$76.77	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators</a>	Wheel Tractors, Farmall Type	\$72.20	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators</a>	Yo Yo Pay Dozer	\$76.09	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Asphalt Plant Operators	\$76.77	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Assistant Engineer	\$72.20	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Barrier Machine (zipper)	\$76.09	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Batch Plant Operator, Concrete	\$76.09	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Boat Operator	\$76.87	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Bobcat	\$72.20	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Brokk - Remote Demolition Equipment	\$72.20	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Brooms	\$72.20	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Bump Cutter	\$76.09	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Cableways	\$76.77	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Chipper	\$76.09	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Compressor	\$72.20	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Concrete Finish Machine - Laser Screed	\$72.20	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	\$75.50	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Concrete Pump: Truck Mount With Boom Attachment Over 42 M	\$76.77	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$76.09	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>

King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Conveyors	\$75.50	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Cranes Friction: 200 tons and over	\$79.20	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Cranes, A-frame: 10 tons and under	\$72.30	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments)	\$77.63	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Cranes: 20 tons through 44 tons with attachments	\$76.19	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Cranes: 20 tons through 44 tons with attachments	\$76.19	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments	\$78.44	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Cranes: 300 tons and over or 300' of boom including jib with attachments	\$79.20	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Cranes: 45 tons through 99 tons, under 150' of boom(including jib with attachments)	\$76.87	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Cranes: Friction cranes through 199 tons	\$78.44	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Cranes: through 19 tons with attachments, a-frame over 10 tons	\$75.60	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Crusher	\$76.09	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Deck Engineer/Deck Winches (power)	\$76.09	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Derricks, On Building Work	\$76.77	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Dozers D-9 & Under	\$75.50	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Drill Oilers: Auger Type, Truck Or Crane Mount	\$75.50	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Drilling Machine	\$77.53	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Elevator and man-lift: permanent and shaft type	\$72.20	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$76.09	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Forklift: 3000 lbs and over with attachments	\$75.50	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Forklifts: under 3000 lbs. with attachments	\$72.20	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Forklifts: under 3000 lbs. with attachments	\$72.20	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Grade Engineer: Using Blue Prints, Cut Sheets, Etc	\$76.09	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators-</a>	Gradechecker/Stakeman	\$72.20	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>

	<a href="#">Underground Sewer &amp; Water</a>						
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Guardrail Punch	\$76.09	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$76.77	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$76.09	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Horizontal/Directional Drill Locator	\$75.50	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Horizontal/Directional Drill Operator	\$76.09	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Hydralifts/boom trucks: 10 tons and under	\$72.30	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Hydralifts/boom trucks: over 10 tons	\$75.60	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Leverman	\$78.33	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$76.77	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Loaders, Overhead Under 6 Yards	\$76.09	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Loaders, Plant Feed	\$76.09	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Loaders: Elevating Type Belt	\$75.50	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Locomotives, All	\$76.09	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Material Transfer Device	\$76.09	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Mechanics: All (Leadmen - \$0.50 per hour over mechanic)	\$77.53	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Motor Patrol Graders	\$76.77	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$76.77	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$72.20	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Outside Hoists (Elevators and Manlifts), Air Tuggers, Strato	\$75.50	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Overhead, bridge type: 100 tons and over	\$77.63	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Overhead, bridge type: 45 tons through 99 tons	\$76.87	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Pavement Breaker	\$72.20	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Pile Driver (other Than Crane Mount)	\$76.09	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Plant Oiler - Asphalt, Crusher	\$75.50	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>

King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Posthole Digger, Mechanical	\$72.20	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Power Plant	\$72.20	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Pumps - Water	\$72.20	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Quad 9, Hd 41, D10 And Over	\$76.77	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$76.77	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Rigger and Bellman	\$72.30	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Rigger/Signal Person, Bellman(Certified)	\$75.60	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Rollagon	\$76.77	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Roller, Other Than Plant Mix	\$72.20	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Roller, Plant Mix Or Multi-lift Materials	\$75.50	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Roto-mill, Roto-grinder	\$76.09	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Saws - Concrete	\$75.50	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Scraper, Self Propelled Under 45 Yards	\$76.09	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Scrapers - Concrete & Carry All	\$75.50	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Scrapers, Self-propelled: 45 Yards And Over	\$76.77	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Shotcrete/Gunite Equipment	\$72.20	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons	\$75.50	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$76.77	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$76.09	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$77.53	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$78.33	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Slipform Pavers	\$76.77	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Spreader, Topsider & Screedman	\$76.77	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Subgrader Trimmer	\$76.09	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Tower Bucket Elevators	\$75.50	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>

King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Tower Crane: over 175' through 250' in height, base to boom	\$78.44	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Tower crane: up to 175' in height base to boom	\$77.63	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Tower Cranes: over 250' in height from base to boom	\$79.20	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Transporters, All Track Or Truck Type	\$76.77	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Trenching Machines	\$75.50	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Truck Crane Oiler/Driver: 100 tons and over	\$76.19	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Truck crane oiler/driver: under 100 tons	\$75.60	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Truck Mount Portable Conveyor	\$76.09	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Welder	\$76.77	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Wheel Tractors, Farmall Type	\$72.20	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Yo Yo Pay Dozer	\$76.09	<a href="#">15J</a>	<a href="#">11G</a>	<a href="#">8X</a>	<a href="#">View</a>
King	<a href="#">Power Line Clearance Tree Trimmers</a>	Journey Level In Charge	\$57.22	<a href="#">5A</a>	<a href="#">4A</a>		<a href="#">View</a>
King	<a href="#">Power Line Clearance Tree Trimmers</a>	Spray Person	\$54.32	<a href="#">5A</a>	<a href="#">4A</a>		<a href="#">View</a>
King	<a href="#">Power Line Clearance Tree Trimmers</a>	Tree Equipment Operator	\$57.22	<a href="#">5A</a>	<a href="#">4A</a>		<a href="#">View</a>
King	<a href="#">Power Line Clearance Tree Trimmers</a>	Tree Trimmer	\$51.18	<a href="#">5A</a>	<a href="#">4A</a>		<a href="#">View</a>
King	<a href="#">Power Line Clearance Tree Trimmers</a>	Tree Trimmer Groundperson	\$38.99	<a href="#">5A</a>	<a href="#">4A</a>		<a href="#">View</a>
King	<a href="#">Refrigeration &amp; Air Conditioning Mechanics</a>	Journey Level	\$90.01	<a href="#">6Z</a>	<a href="#">1G</a>		<a href="#">View</a>
King	<a href="#">Residential Brick Mason</a>	Journey Level	\$63.32	<a href="#">7E</a>	<a href="#">1N</a>		<a href="#">View</a>
King	<a href="#">Residential Carpenters</a>	Journey Level	\$36.44		<a href="#">1</a>		<a href="#">View</a>
King	<a href="#">Residential Cement Masons</a>	Journey Level	\$46.64		<a href="#">1</a>		<a href="#">View</a>
King	<a href="#">Residential Drywall Applicators</a>	Journey Level	\$68.19	<a href="#">15J</a>	<a href="#">4C</a>		<a href="#">View</a>
King	<a href="#">Residential Drywall Tapers</a>	Journey Level	\$36.36		<a href="#">1</a>		<a href="#">View</a>
King	<a href="#">Residential Electricians</a>	Journey Level	\$48.80		<a href="#">1</a>		<a href="#">View</a>
King	<a href="#">Residential Glaziers</a>	Journey Level	\$28.93		<a href="#">1</a>		<a href="#">View</a>
King	<a href="#">Residential Insulation Applicators</a>	Journey Level	\$28.18		<a href="#">1</a>		<a href="#">View</a>
King	<a href="#">Residential Laborers</a>	Journey Level	\$29.73		<a href="#">1</a>		<a href="#">View</a>
King	<a href="#">Residential Marble Setters</a>	Journey Level	\$27.38		<a href="#">1</a>		<a href="#">View</a>
King	<a href="#">Residential Painters</a>	Journey Level	\$23.47		<a href="#">1</a>		<a href="#">View</a>
King	<a href="#">Residential Plumbers &amp; Pipefitters</a>	Journey Level	\$94.69	<a href="#">6Z</a>	<a href="#">1G</a>		<a href="#">View</a>
King	<a href="#">Residential Refrigeration &amp; Air Conditioning Mechanics</a>	Journey Level	\$90.01	<a href="#">6Z</a>	<a href="#">1G</a>		<a href="#">View</a>
King	<a href="#">Residential Sheet Metal</a>	Journey Level	\$91.83	<a href="#">7F</a>	<a href="#">1E</a>		<a href="#">View</a>

	<a href="#">Workers</a>					
King	<a href="#">Residential Soft Floor Layers</a>	Journey Level	\$51.91	<a href="#">5A</a>	<a href="#">3J</a>	<a href="#">View</a>
King	<a href="#">Residential Sprinkler Fitters (Fire Protection)</a>	Journey Level	\$53.04	<a href="#">5C</a>	<a href="#">2R</a>	<a href="#">View</a>
King	<a href="#">Residential Stone Masons</a>	Journey Level	\$63.32	<a href="#">7E</a>	<a href="#">1N</a>	<a href="#">View</a>
King	<a href="#">Residential Terrazzo Workers</a>	Journey Level	\$58.71	<a href="#">7E</a>	<a href="#">1N</a>	<a href="#">View</a>
King	<a href="#">Residential Terrazzo/Tile Finishers</a>	Journey Level	\$24.39		<a href="#">1</a>	<a href="#">View</a>
King	<a href="#">Residential Tile Setters</a>	Journey Level	\$21.04		<a href="#">1</a>	<a href="#">View</a>
King	<a href="#">Roofers</a>	Journey Level	\$59.05	<a href="#">5A</a>	<a href="#">3H</a>	<a href="#">View</a>
King	<a href="#">Roofers</a>	Using Irritable Bituminous Materials	\$62.05	<a href="#">5A</a>	<a href="#">3H</a>	<a href="#">View</a>
King	<a href="#">Sheet Metal Workers</a>	Journey Level (Field or Shop)	\$91.83	<a href="#">7F</a>	<a href="#">1E</a>	<a href="#">View</a>
King	<a href="#">Shipbuilding &amp; Ship Repair</a>	New Construction Boilermaker	\$39.58	<a href="#">7V</a>	<a href="#">1</a>	<a href="#">View</a>
King	<a href="#">Shipbuilding &amp; Ship Repair</a>	New Construction Carpenter	\$39.58	<a href="#">7V</a>	<a href="#">1</a>	<a href="#">View</a>
King	<a href="#">Shipbuilding &amp; Ship Repair</a>	New Construction Crane Operator	\$39.58	<a href="#">7V</a>	<a href="#">1</a>	<a href="#">View</a>
King	<a href="#">Shipbuilding &amp; Ship Repair</a>	New Construction Electrician	\$39.58	<a href="#">7V</a>	<a href="#">1</a>	<a href="#">View</a>
King	<a href="#">Shipbuilding &amp; Ship Repair</a>	New Construction Heat & Frost Insulator	\$82.02	<a href="#">15H</a>	<a href="#">11C</a>	<a href="#">View</a>
King	<a href="#">Shipbuilding &amp; Ship Repair</a>	New Construction Laborer	\$39.58	<a href="#">7V</a>	<a href="#">1</a>	<a href="#">View</a>
King	<a href="#">Shipbuilding &amp; Ship Repair</a>	New Construction Machinist	\$39.58	<a href="#">7V</a>	<a href="#">1</a>	<a href="#">View</a>
King	<a href="#">Shipbuilding &amp; Ship Repair</a>	New Construction Operating Engineer	\$39.58	<a href="#">7V</a>	<a href="#">1</a>	<a href="#">View</a>
King	<a href="#">Shipbuilding &amp; Ship Repair</a>	New Construction Painter	\$39.58	<a href="#">7V</a>	<a href="#">1</a>	<a href="#">View</a>
King	<a href="#">Shipbuilding &amp; Ship Repair</a>	New Construction Pipefitter	\$39.58	<a href="#">7V</a>	<a href="#">1</a>	<a href="#">View</a>
King	<a href="#">Shipbuilding &amp; Ship Repair</a>	New Construction Rigger	\$39.58	<a href="#">7V</a>	<a href="#">1</a>	<a href="#">View</a>
King	<a href="#">Shipbuilding &amp; Ship Repair</a>	New Construction Sheet Metal	\$39.58	<a href="#">7V</a>	<a href="#">1</a>	<a href="#">View</a>
King	<a href="#">Shipbuilding &amp; Ship Repair</a>	New Construction Shipfitter	\$39.58	<a href="#">7V</a>	<a href="#">1</a>	<a href="#">View</a>
King	<a href="#">Shipbuilding &amp; Ship Repair</a>	New Construction Warehouse/Teamster	\$39.58	<a href="#">7V</a>	<a href="#">1</a>	<a href="#">View</a>
King	<a href="#">Shipbuilding &amp; Ship Repair</a>	New Construction Welder / Burner	\$39.58	<a href="#">7V</a>	<a href="#">1</a>	<a href="#">View</a>
King	<a href="#">Shipbuilding &amp; Ship Repair</a>	Ship Repair Boilermaker	\$47.45	<a href="#">7X</a>	<a href="#">4J</a>	<a href="#">View</a>
King	<a href="#">Shipbuilding &amp; Ship Repair</a>	Ship Repair Carpenter	\$47.35	<a href="#">7X</a>	<a href="#">4J</a>	<a href="#">View</a>
King	<a href="#">Shipbuilding &amp; Ship Repair</a>	Ship Repair Crane Operator	\$45.06	<a href="#">7Y</a>	<a href="#">4K</a>	<a href="#">View</a>
King	<a href="#">Shipbuilding &amp; Ship Repair</a>	Ship Repair Electrician	\$48.92	<a href="#">7X</a>	<a href="#">4J</a>	<a href="#">View</a>
King	<a href="#">Shipbuilding &amp; Ship Repair</a>	Ship Repair Heat & Frost Insulator	\$82.02	<a href="#">15H</a>	<a href="#">11C</a>	<a href="#">View</a>
King	<a href="#">Shipbuilding &amp; Ship Repair</a>	Ship Repair Laborer	\$47.35	<a href="#">7X</a>	<a href="#">4J</a>	<a href="#">View</a>
King	<a href="#">Shipbuilding &amp; Ship Repair</a>	Ship Repair Machinist	\$47.35	<a href="#">7X</a>	<a href="#">4J</a>	<a href="#">View</a>
King	<a href="#">Shipbuilding &amp; Ship Repair</a>	Ship Repair Operating Engineer	\$45.06	<a href="#">7Y</a>	<a href="#">4K</a>	<a href="#">View</a>
King	<a href="#">Shipbuilding &amp; Ship Repair</a>	Ship Repair Painter	\$47.35	<a href="#">7X</a>	<a href="#">4J</a>	<a href="#">View</a>
King	<a href="#">Shipbuilding &amp; Ship Repair</a>	Ship Repair Pipefitter	\$47.35	<a href="#">7X</a>	<a href="#">4J</a>	<a href="#">View</a>
King	<a href="#">Shipbuilding &amp; Ship Repair</a>	Ship Repair Rigger	\$47.45	<a href="#">7X</a>	<a href="#">4J</a>	<a href="#">View</a>
King	<a href="#">Shipbuilding &amp; Ship Repair</a>	Ship Repair Sheet Metal	\$47.35	<a href="#">7X</a>	<a href="#">4J</a>	<a href="#">View</a>
King	<a href="#">Shipbuilding &amp; Ship Repair</a>	Ship Repair Shipwright	\$47.35	<a href="#">7X</a>	<a href="#">4J</a>	<a href="#">View</a>
King	<a href="#">Shipbuilding &amp; Ship Repair</a>	Ship Repair Warehouse / Teamster	\$45.06	<a href="#">7Y</a>	<a href="#">4K</a>	<a href="#">View</a>

King	<a href="#">Sign Makers &amp; Installers (Electrical)</a>	Journey Level	\$53.62	<u>0</u>	<u>1</u>		<a href="#">View</a>
King	<a href="#">Sign Makers &amp; Installers (Non-Electrical)</a>	Journey Level	\$34.42	<u>0</u>	<u>1</u>		<a href="#">View</a>
King	<a href="#">Soft Floor Layers</a>	Journey Level	\$54.41	<u>5A</u>	<u>3J</u>		<a href="#">View</a>
King	<a href="#">Solar Controls For Windows</a>	Journey Level	\$14.49		<u>1</u>		<a href="#">View</a>
King	<a href="#">Sprinkler Fitters (Fire Protection)</a>	Journey Level	\$89.49	<u>5C</u>	<u>1X</u>		<a href="#">View</a>
King	<a href="#">Stage Rigging Mechanics (Non Structural)</a>	Journey Level	\$14.49		<u>1</u>		<a href="#">View</a>
King	<a href="#">Stone Masons</a>	Journey Level	\$63.32	<u>7E</u>	<u>1N</u>		<a href="#">View</a>
King	<a href="#">Street And Parking Lot Sweeper Workers</a>	Journey Level	\$19.09		<u>1</u>		<a href="#">View</a>
King	<a href="#">Surveyors</a>	Assistant Construction Site Surveyor	\$75.60	<u>7A</u>	<u>11H</u>	<u>8X</u>	<a href="#">View</a>
King	<a href="#">Surveyors</a>	Chainman	\$72.30	<u>7A</u>	<u>11H</u>	<u>8X</u>	<a href="#">View</a>
King	<a href="#">Surveyors</a>	Construction Site Surveyor	\$76.87	<u>7A</u>	<u>11H</u>	<u>8X</u>	<a href="#">View</a>
King	<a href="#">Surveyors</a>	Drone Operator (when used in conjunction with survey work only)	\$72.30	<u>7A</u>	<u>11H</u>	<u>8X</u>	<a href="#">View</a>
King	<a href="#">Surveyors</a>	Ground Penetrating Radar Operator	\$72.30	<u>7A</u>	<u>11H</u>	<u>8X</u>	<a href="#">View</a>
King	<a href="#">Telecommunication Technicians</a>	Journey Level	\$59.10	<u>7E</u>	<u>1E</u>		<a href="#">View</a>
King	<a href="#">Telephone Line Construction - Outside</a>	Cable Splicer	\$38.27	<u>5A</u>	<u>2B</u>		<a href="#">View</a>
King	<a href="#">Telephone Line Construction - Outside</a>	Hole Digger/Ground Person	\$25.66	<u>5A</u>	<u>2B</u>		<a href="#">View</a>
King	<a href="#">Telephone Line Construction - Outside</a>	Telephone Equipment Operator (Light)	\$31.96	<u>5A</u>	<u>2B</u>		<a href="#">View</a>
King	<a href="#">Telephone Line Construction - Outside</a>	Telephone Lineperson	\$36.17	<u>5A</u>	<u>2B</u>		<a href="#">View</a>
King	<a href="#">Terrazzo Workers</a>	Journey Level	\$58.71	<u>7E</u>	<u>1N</u>		<a href="#">View</a>
King	<a href="#">Tile Setters</a>	Journey Level	\$58.71	<u>7E</u>	<u>1N</u>		<a href="#">View</a>
King	<a href="#">Tile, Marble &amp; Terrazzo Finishers</a>	Finisher	\$49.54	<u>7E</u>	<u>1N</u>		<a href="#">View</a>
King	<a href="#">Traffic Control Stripers</a>	Journey Level	\$50.51	<u>7A</u>	<u>1K</u>		<a href="#">View</a>
King	<a href="#">Truck Drivers</a>	Asphalt Mix Over 16 Yards	\$69.95	<u>15J</u>	<u>11I</u>	<u>8L</u>	<a href="#">View</a>
King	<a href="#">Truck Drivers</a>	Asphalt Mix To 16 Yards	\$69.11	<u>15J</u>	<u>11I</u>	<u>8L</u>	<a href="#">View</a>
King	<a href="#">Truck Drivers</a>	Dump Truck	\$69.11	<u>15J</u>	<u>11I</u>	<u>8L</u>	<a href="#">View</a>
King	<a href="#">Truck Drivers</a>	Dump Truck & Trailer	\$69.95	<u>15J</u>	<u>11I</u>	<u>8L</u>	<a href="#">View</a>
King	<a href="#">Truck Drivers</a>	Other Trucks	\$69.95	<u>15J</u>	<u>11I</u>	<u>8L</u>	<a href="#">View</a>
King	<a href="#">Truck Drivers - Ready Mix</a>	Transit Mix	\$69.95	<u>15J</u>	<u>11I</u>	<u>8L</u>	<a href="#">View</a>
King	<a href="#">Well Drillers &amp; Irrigation Pump Installers</a>	Irrigation Pump Installer	\$17.71		<u>1</u>		<a href="#">View</a>
King	<a href="#">Well Drillers &amp; Irrigation Pump Installers</a>	Oiler	\$14.49		<u>1</u>		<a href="#">View</a>
King	<a href="#">Well Drillers &amp; Irrigation Pump Installers</a>	Well Driller	\$18.00		<u>1</u>		<a href="#">View</a>

**Washington State Department of Labor and Industries  
Policy Statement  
(Regarding the Production of "Standard" or "Non-standard" Items)**

Below is the department's (State L&I's) list of criteria to be used in determining whether a prefabricated item is "standard" or "non-standard". For items not appearing on WSDOT's predetermined list, these criteria shall be used by the Contractor (and the Contractor's subcontractors, agents to subcontractors, suppliers, manufacturers, and fabricators) to determine coverage under RCW 39.12. The production, in the State of Washington, of non-standard items is covered by RCW 39.12, and the production of standard items is not. The production of any item outside the State of Washington is not covered by RCW 39.12.

1. Is the item fabricated for a public works project? If not, it is not subject to RCW 39.12. If it is, go to question 2.
2. Is the item fabricated on the public works jobsite? If it is, the work is covered under RCW 39.12. If not, go to question 3.
3. Is the item fabricated in an assembly/fabrication plant set up for, and dedicated primarily to, the public works project? If it is, the work is covered by RCW 39.12. If not, go to question 4.
4. Does the item require any assembly, cutting, modification or other fabrication by the supplier? If not, the work is not covered by RCW 39.12. If yes, go to question 5.
5. Is the prefabricated item intended for the public works project typically an inventory item which could reasonably be sold on the general market? If not, the work is covered by RCW 39.12. If yes, go to question 6.
6. Does the specific prefabricated item, generally defined as standard, have any unusual characteristics such as shape, type of material, strength requirements, finish, etc? If yes, the work is covered under RCW 39.12.

Any firm with questions regarding the policy, WSDOT's Predetermined List, or for determinations of covered and non-covered workers shall be directed to State L&I at (360) 902-5330.

## WSDOT's Predetermined List for Suppliers - Manufactures - Fabricator

Below is a list of potentially prefabricated items, originally furnished by WSDOT to Washington State Department of Labor and Industries, that may be considered non-standard and therefore covered by the prevailing wage law, RCW 39.12. Items marked with an X in the "YES" column should be considered to be non-standard and therefore covered by RCW 39.12. Items marked with an X in the "NO" column should be considered to be standard and therefore not covered. Of course, exceptions to this general list may occur, and in that case shall be evaluated according to the criteria described in State and L&I's policy statement.

ITEM DESCRIPTION	YES	NO
1. Metal rectangular frames, solid metal covers, herringbone grates, and bi-directional vaned grates for Catch Basin Types 1, 1L, 1P, and 2 and Concrete Inlets. See Std. Plans		<b>X</b>
2. Metal circular frames (rings) and covers, circular grates, and prefabricated ladders for Manhole Types 1, 2, and 3, Drywell Types 1, 2, and 3 and Catch Basin Type 2. See Std. Plans		<b>X</b>
3. Prefabricated steel grate supports and welded grates, metal frames and dual vaned grates, and Type 1, 2, and 3 structural tubing grates for Drop Inlets. See Std. Plans.		<b>X</b>
4. Concrete Pipe - Plain Concrete pipe and reinforced concrete pipe Class 2 to 5 sizes smaller than 60 inch diameter.		<b>X</b>
5. Concrete Pipe - Plain Concrete pipe and reinforced concrete pipe Class 2 to 5 sizes larger than 60 inch diameter.		<b>X</b>
6. Corrugated Steel Pipe - Steel lock seam corrugated pipe for culverts and storm sewers, sizes 30 inch to 120 inches in diameter. May also be treated, 1 thru 5.		<b>X</b>
7. Corrugated Aluminum Pipe - Aluminum lock seam corrugated pipe for culverts and storm sewers, sizes 30 inch to 120 inches in diameter. May also be treated, #5.		<b>X</b>

ITEM DESCRIPTION	YES	NO
8. Anchor Bolts & Nuts - Anchor Bolts and Nuts, for mounting sign structures, luminaries and other items, shall be made from commercial bolt stock. See Contract Plans and Std. Plans for size and material type.		<b>X</b>
9. Aluminum Pedestrian Handrail - Pedestrian handrail conforming to the type and material specifications set forth in the contract plans. Welding of aluminum shall be in accordance with Section 9-28.14(3).	<b>X</b>	
10. Major Structural Steel Fabrication - Fabrication of major steel items such as trusses, beams, girders, etc., for bridges.	<b>X</b>	
11. Minor Structural Steel Fabrication - Fabrication of minor steel Items such as special hangers, brackets, access doors for structures, access ladders for irrigation boxes, bridge expansion joint systems, etc., involving welding, cutting, punching and/or boring of holes. See Contact Plans for item description and shop drawings.	<b>X</b>	
12. Aluminum Bridge Railing Type BP - Metal bridge railing conforming to the type and material specifications set forth in the Contract Plans. Welding of aluminum shall be in accordance with Section 9-28.14(3).		<b>X</b>
13. Concrete Piling--Precast-Prestressed concrete piling for use as 55 and 70 ton concrete piling. Concrete to conform to Section 9-19.1 of Std. Spec..	<b>X</b>	
14. Precast Manhole Types 1, 2, and 3 with cones, adjustment sections and flat top slabs. See Std. Plans.		<b>X</b>
15. Precast Drywell Types 1, 2, and with cones and adjustment Sections. See Std. Plans.		<b>X</b>
16. Precast Catch Basin - Catch Basin type 1, 1L, 1P, and 2 With adjustment sections. See Std. Plans.		<b>X</b>

ITEM DESCRIPTION	YES	NO
17. Precast Concrete Inlet - with adjustment sections, See Std. Plans		<b>X</b>
18. Precast Drop Inlet Type 1 and 2 with metal grate supports. See Std. Plans.		<b>X</b>
19. Precast Grate Inlet Type 2 with extension and top units. See Std. Plans		<b>X</b>
20. Metal frames, vaned grates, and hoods for Combination Inlets. See Std. Plans		<b>X</b>
21. Precast Concrete Utility Vaults - Precast Concrete utility vaults of various sizes. Used for in ground storage of utility facilities and controls. See Contract Plans for size and construction requirements. Shop drawings are to be provided for approval prior to casting		<b>X</b>
22. Vault Risers - For use with Valve Vaults and Utilities  X Vaults.		<b>X</b>
23. Valve Vault - For use with underground utilities. See Contract Plans for details.		<b>X</b>
24. Precast Concrete Barrier - Precast Concrete Barrier for use as new barrier or may also be used as Temporary Concrete Barrier. Only new state approved barrier may be used as permanent barrier.		<b>X</b>
25. Reinforced Earth Wall Panels – Reinforced Earth Wall Panels in size and shape as shown in the Plans. Fabrication plant has annual approval for methods and materials to be used. See Shop Drawing. Fabrication at other locations may be approved, after facilities inspection, contact HQ. Lab.	<b>X</b>	
26. Precast Concrete Walls - Precast Concrete Walls - tilt-up wall panel in size and shape as shown in Plans. Fabrication plant has annual approval for methods and materials to be used	<b>X</b>	

ITEM DESCRIPTION	YES	NO
27. Precast Railroad Crossings - Concrete Crossing Structure Slabs.	<b>X</b>	
28. 12, 18 and 26 inch Standard Precast Prestressed Girder – Standard Precast Prestressed Girder for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A	<b>X</b>	
29. Prestressed Concrete Girder Series 4-14 - Prestressed Concrete Girders for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A	<b>X</b>	
30. Prestressed Tri-Beam Girder - Prestressed Tri-Beam Girders for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A	<b>X</b>	
31. Prestressed Precast Hollow-Core Slab – Precast Prestressed Hollow-core slab for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A.	<b>X</b>	
32. Prestressed-Bulb Tee Girder - Bulb Tee Prestressed Girder for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A	<b>X</b>	
33. Monument Case and Cover See Std. Plan.		<b>X</b>

ITEM DESCRIPTION	YES	NO
34. Cantilever Sign Structure - Cantilever Sign Structure fabricated from steel tubing meeting AASHTO-M-183. See Std. Plans, and Contract Plans for details. The steel structure shall be galvanized after fabrication in accordance with AASHTO-M-111.	<b>X</b>	
35. Mono-tube Sign Structures - Mono-tube Sign Bridge fabricated to details shown in the Plans. Shop drawings for approval are required prior to fabrication.	<b>X</b>	
36. Steel Sign Bridges - Steel Sign Bridges fabricated from steel tubing meeting AASHTO-M-138 for Aluminum Alloys. See Std. Plans, and Contract Plans for details. The steel structure shall be galvanized after fabrication in accordance with AASHTO-M-111.	<b>X</b>	
37. Steel Sign Post - Fabricated Steel Sign Posts as detailed in Std Plans. Shop drawings for approval are to be provided prior to fabrication		<b>X</b>
38. Light Standard-Prestressed - Spun, prestressed, hollow concrete poles.	<b>X</b>	
39. Light Standards - Lighting Standards for use on highway illumination systems, poles to be fabricated to conform with methods and materials as specified on Std. Plans. See Special Provisions for pre-approved drawings.	<b>X</b>	
40. Traffic Signal Standards - Traffic Signal Standards for use on highway and/or street signal systems. Standards to be fabricated to conform with methods and material as specified on Std. Plans. See Special Provisions for pre-approved drawings	<b>X</b>	
41. Precast Concrete Sloped Mountable Curb (Single and DualFaced) See Std. Plans.		<b>X</b>

ITEM DESCRIPTION	YES	NO
42. Traffic Signs - Prior to approval of a Fabricator of Traffic Signs, the sources of the following materials must be submitted and approved for reflective sheeting, legend material, and aluminum sheeting. <b>NOTE:</b> *** Fabrication inspection required. Only signs tagged "Fabrication Approved" by WSDOT Sign Fabrication Inspector to be installed	<b>X</b>	<b>X</b>
	Custom Message	Std Signing Message
43. Cutting & bending reinforcing steel		<b>X</b>
44. Guardrail components	<b>X</b>	<b>X</b>
	Custom End Sec	Standard Sec
45. Aggregates/Concrete mixes	Covered by WAC 296-127-018	
46. Asphalt	Covered by WAC 296-127-018	
47. Fiber fabrics		<b>X</b>
48. Electrical wiring/components		<b>X</b>
49. treated or untreated timber pile		<b>X</b>
50. Girder pads (elastomeric bearing)	<b>X</b>	
51. Standard Dimension lumber		<b>X</b>
52. Irrigation components		<b>X</b>

ITEM DESCRIPTION	YES	NO
53. Fencing materials		<b>X</b>
54. Guide Posts		<b>X</b>
55. Traffic Buttons		<b>X</b>
56. Epoxy		<b>X</b>
57. Cribbing		<b>X</b>
58. Water distribution materials		<b>X</b>
59. Steel "H" piles		<b>X</b>
60. Steel pipe for concrete pile casings		<b>X</b>
61. Steel pile tips, standard		<b>X</b>
62. Steel pile tips, custom	<b>X</b>	

Prefabricated items specifically produced for public works projects that are prefabricated in a county other than the county wherein the public works project is to be completed, the wage for the offsite prefabrication shall be the applicable prevailing wage for the county in which the actual prefabrication takes place.

It is the manufacturer of the prefabricated product to verify that the correct county wage rates are applied to work they perform.

See RCW [39.12.010](#)

(The definition of "locality" in RCW [39.12.010](#)(2) contains the phrase "wherein the physical work is being performed." The department interprets this phrase to mean the actual work site.

## **WSDOT's List of State Occupations not applicable to Heavy and Highway Construction Projects**

This project is subject to the state hourly minimum rates for wages and fringe benefits in the contract provisions, as provided by the state Department of Labor and Industries.

The following list of occupations, is comprised of those occupations that are not normally used in the construction of heavy and highway projects.

When considering job classifications for use and / or payment when bidding on, or building heavy and highway construction projects for, or administered by WSDOT, these Occupations will be excepted from the included "Washington State Prevailing Wage Rates For Public Work Contracts" documents.

- Building Service Employees
- Electrical Fixture Maintenance Workers
- Electricians - Motor Shop
- Heating Equipment Mechanics
- Industrial Engine and Machine Mechanics
- Industrial Power Vacuum Cleaners
- Inspection, Cleaning, Sealing of Water Systems by Remote Control
- Laborers - Underground Sewer & Water
- Machinists (Hydroelectric Site Work)
- Modular Buildings
- Playground & Park Equipment Installers
- Power Equipment Operators - Underground Sewer & Water
- Residential \*\*\* ALL ASSOCIATED RATES \*\*\*
- Sign Makers and Installers (Non-Electrical)
- Sign Makers and Installers (Electrical)
- Stage Rigging Mechanics (Non Structural)

The following occupations may be used only as outlined in the preceding text concerning "WSDOT's list for Suppliers - Manufacturers - Fabricators"

- Fabricated Precast Concrete Products
- Metal Fabrication (In Shop)

Definitions for the Scope of Work for prevailing wages may be found at the Washington State Department of Labor and Industries web site and in WAC Chapter 296-127.

**Washington State Department of Labor and Industries  
Policy Statements  
(Regarding Production and Delivery of Gravel, Concrete, Asphalt, etc.)**

**WAC 296-127-018 Agency filings affecting this section**

**Coverage and exemptions of workers involved in the production and delivery of gravel, concrete, asphalt, or similar materials.**

(1) The materials covered under this section include but are not limited to: Sand, gravel, crushed rock, concrete, asphalt, or other similar materials.

(2) All workers, regardless of by whom employed, are subject to the provisions of chapter 39.12 RCW when they perform any or all of the following functions:

(a) They deliver or discharge any of the above-listed materials to a public works project site:

(i) At one or more point(s) directly upon the location where the material will be incorporated into the project; or

(ii) At multiple points at the project; or

(iii) Adjacent to the location and coordinated with the incorporation of those materials.

(b) They wait at or near a public works project site to perform any tasks subject to this section of the rule.

(c) They remove any materials from a public works construction site pursuant to contract requirements or specifications (e.g., excavated materials, materials from demolished structures, clean-up materials, etc.).

(d) They work in a materials production facility (e.g., batch plant, borrow pit, rock quarry, etc.) which is established for a public works project for the specific, but not necessarily exclusive, purpose of supplying materials for the project.

(e) They deliver concrete to a public works site regardless of the method of incorporation.

(f) They assist or participate in the incorporation of any materials into the public works project.

(3) All travel time that relates to the work covered under subsection (2) of this section requires the payment of prevailing wages. Travel time includes time spent waiting to load, loading, transporting, waiting to unload, and delivering materials. Travel time would include all time spent in travel in support of a public works project whether the vehicle is empty or full. For example, travel time spent returning to a supply source to obtain another load of material for use on a public works site or returning to the public works site to obtain another load of excavated material is time spent in travel that is subject to prevailing wage. Travel to a supply source, including travel from a public works site, to obtain materials for use on a private project would not be travel subject to the prevailing wage.

(4) Workers are not subject to the provisions of chapter 39.12 RCW when they deliver materials to a stockpile.

(a) A "stockpile" is defined as materials delivered to a pile located away from the site of incorporation such that the stockpiled materials must be physically moved from the stockpile and transported to another location on the project site in order to be incorporated into the project.

(b) A stockpile does not include any of the functions described in subsection (2)(a) through (f) of this section; nor does a stockpile include materials delivered or distributed to multiple locations upon the project site; nor does a stockpile include materials dumped at the place of incorporation, or adjacent to the location and coordinated with the incorporation.

(5) The applicable prevailing wage rate shall be determined by the locality in which the work is performed. Workers subject to subsection (2)(d) of this section, who produce such materials at an off-site facility shall be paid the applicable prevailing wage rates for the county in which the off-site facility is located. Workers subject to subsection (2) of this section, who deliver such materials to a public works project site shall be paid the applicable prevailing wage rates for the county in which the public works project is located.

[Statutory Authority: Chapter 39.12 RCW, RCW 43.22.051 and 43.22.270. 08-24-101, § 296-127-018, filed 12/2/08, effective 1/2/09. Statutory Authority: Chapters 39.04 and 39.12 RCW and RCW 43.22.270. 92-01-104 and 92-08-101, § 296-127-018, filed 12/18/91 and 4/1/92, effective 8/31/92.]

Benefit Code Key – Effective 3/3/2022 thru 8/30/2022

\*\*\*\*\*

Overtime Codes

**Overtime calculations** are based on the hourly rate actually paid to the worker. On public works projects, the hourly rate must be not less than the prevailing rate of wage minus the hourly rate of the cost of fringe benefits actually provided for the worker.

1. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
  - B. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
  - C. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
  - D. The first two (2) hours before or after a five-eight (8) hour workweek day or a four-ten (10) hour workweek day and the first eight (8) hours worked the next day after either workweek shall be paid at one and one-half times the hourly rate of wage. All additional hours worked and all worked on Sundays and holidays shall be paid at double the hourly rate of wage.
  - E. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
  - F. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours worked, except Labor Day, shall be paid at double the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.
  - G. The first ten (10) hours worked on Saturdays and the first ten (10) hours worked on a fifth calendar weekday in a four-ten hour schedule, shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of ten (10) hours per day Monday through Saturday and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
  - H. All hours worked on Saturdays (except makeup days if work is lost due to inclement weather conditions or equipment breakdown) shall be paid at one and one-half times the hourly rate of wage. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
  - I. All hours worked on Sundays and holidays shall also be paid at double the hourly rate of wage.
  - J. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked over ten (10) hours Monday through Saturday, Sundays and holidays shall be paid at double the hourly rate of wage.
  - K. All hours worked on Saturdays and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
  - M. All hours worked on Saturdays (except makeup days if work is lost due to inclement weather conditions) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
  - N. All hours worked on Saturdays (except makeup days) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

Benefit Code Key – Effective 3/3/2022 thru 8/30/2022

**Overtime Codes Continued**

- I. O. The first ten (10) hours worked on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays, holidays and after twelve (12) hours, Monday through Friday and after ten (10) hours on Saturday shall be paid at double the hourly rate of wage.
- P. All hours worked on Saturdays (except makeup days if circumstances warrant) and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
- Q. The first two (2) hours after eight (8) regular hours Monday through Friday and up to ten (10) hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of ten (10) hours per day Monday through Saturday and all hours worked on Sundays and holidays (except Christmas day) shall be paid at double the hourly rate of wage. All hours worked on Christmas day shall be paid at two and one-half times the hourly rate of wage.
- R. All hours worked on Sundays and holidays shall be paid at two times the hourly rate of wage.
- U. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays (except Labor Day) shall be paid at two times the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.
- V. All hours worked on Sundays and holidays (except Thanksgiving Day and Christmas day) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Thanksgiving Day and Christmas day shall be paid at double the hourly rate of wage.
- W. All hours worked on Saturdays and Sundays (except make-up days due to conditions beyond the control of the employer) shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
- X. The first four (4) hours after eight (8) regular hours Monday through Friday and the first twelve (12) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked over twelve (12) hours Monday through Saturday, Sundays and holidays shall be paid at double the hourly rate of wage. When holiday falls on Saturday or Sunday, the day before Saturday, Friday, and the day after Sunday, Monday, shall be considered the holiday and all work performed shall be paid at double the hourly rate of wage.
- Y. All hours worked outside the hours of 5:00 am and 5:00 pm (or such other hours as may be agreed upon by any employer and the employee) and all hours worked in excess of eight (8) hours per day (10 hours per day for a 4 x 10 workweek) and on Saturdays and holidays (except labor day) shall be paid at one and one-half times the hourly rate of wage. (except for employees who are absent from work without prior approval on a scheduled workday during the workweek shall be paid at the straight-time rate until they have worked 8 hours in a day (10 in a 4 x 10 workweek) or 40 hours during that workweek.) All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and Labor Day shall be paid at double the hourly rate of wage.
- Z. All hours worked on Saturdays and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid the straight time rate of pay in addition to holiday pay.

Benefit Code Key – Effective 3/3/2022 thru 8/30/2022

**Overtime Codes Continued**

2. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
- B. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.
  - F. The first eight (8) hours worked on holidays shall be paid at the straight hourly rate of wage in addition to the holiday pay. All hours worked in excess of eight (8) hours on holidays shall be paid at double the hourly rate of wage.
  - M. This code appears to be missing. All hours worked on Saturdays, Sundays and holidays shall be paid at double the hourly rate of wage.
  - O. All hours worked on Sundays and holidays shall be paid at one and one-half times the hourly rate of wage.
  - R. All hours worked on Sundays and holidays and all hours worked over sixty (60) in one week shall be paid at double the hourly rate of wage.
  - U. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked over 12 hours in a day or on Sundays and holidays shall be paid at double the hourly rate of wage.
3. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
- F. All hours worked on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on paid holidays shall be paid at two and one-half times the hourly rate of wage including holiday pay.
  - H. All work performed on Sundays between March 16th and October 14th and all Holidays shall be compensated for at two (2) times the regular rate of pay. Work performed on Sundays between October 15th and March 15th shall be compensated at one and one half (1-1/2) times the regular rate of pay.
  - J. All hours worked between the hours of 10:00 pm and 5:00 am, Monday through Friday, and all hours worked on Saturdays shall be paid at a one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
  - K. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal 5 am to 6pm shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage. All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays, and all hours worked in excess of twelve (12) hours in a single shift shall be paid at double the hourly rate of wage.
- After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more. When an employee returns to work without at least eight (8) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until he/she shall have the eight (8) hours rest period.
4. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
- A. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at double the hourly rate of wage. All hours worked on Saturdays, Sundays and holidays shall be paid at double the hourly rate of wage.

Benefit Code Key – Effective 3/3/2022 thru 8/30/2022

**Overtime Codes Continued**

4. C. On Monday through Friday, the first four (4) hours of overtime after eight (8) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay, unless a four (4) day ten (10) hour workweek has been established. On a four (4) day ten (10) hour workweek scheduled Monday through Thursday, or Tuesday through Friday, the first two (2) hours of overtime after ten (10) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay. On Saturday, the first twelve (12) hours of work shall be paid at one and one half (1-1/2) times the straight time rate of pay, except that if the job is down on Monday through Friday due to weather conditions or other conditions outside the control of the employer, the first ten (10) hours on Saturday may be worked at the straight time rate of pay. All hours worked over twelve (12) hours in a day and all hours worked on Sunday and Holidays shall be paid at two (2) times the straight time rate of pay.

D. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at double the hourly rate of wage. All hours worked on Saturday, Sundays and holidays shall be paid at double the hourly rate of pay. Rates include all members of the assigned crew.

EXCEPTION:

On all multipole structures and steel transmission lines, switching stations, regulating, capacitor stations, generating plants, industrial plants, associated installations and substations, except those substations whose primary function is to feed a distribution system, will be paid overtime under the following rates:

The first two (2) hours after eight (8) regular hours Monday through Friday of overtime on a regular workday, shall be paid at one and one-half times the hourly rate of wage. All hours in excess of ten (10) hours will be at two (2) times the hourly rate of wage. The first eight (8) hours worked on Saturday will be paid at one and one-half (1-1/2) times the hourly rate of wage. All hours worked in excess of eight (8) hours on Saturday, and all hours worked on Sundays and holidays will be at the double the hourly rate of wage.

All overtime eligible hours performed on the above described work that is energized, shall be paid at the double the hourly rate of wage.

E. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

On a four-day, ten-hour weekly schedule, either Monday thru Thursday or Tuesday thru Friday schedule, all hours worked after ten shall be paid at double the hourly rate of wage. The Monday or Friday not utilized in the normal four-day, ten hour work week, and Saturday shall be paid at one and one half (1½) times the regular shift rate for the first eight (8) hours. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

G. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

I. The First eight (8) hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of eight (8) per day on Saturdays shall be paid at double the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

Benefit Code Key – Effective 3/3/2022 thru 8/30/2022

**Overtime Codes Continued**

4. J. The first eight (8) hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of eight (8) hours on a Saturday shall be paid at double the hourly rate of wage. All hours worked over twelve (12) in a day, and all hours worked on Sundays and Holidays shall be paid at double the hourly rate of wage.
- K. All hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage, so long as Saturday is the sixth consecutive day worked. All hours worked over twelve (12) in a day Monday through Saturday, and all hours worked on Sundays and Holidays shall be paid at double the hourly rate of wage.
- L. The first twelve (12) hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on a Saturday in excess of twelve (12) hours shall be paid at double the hourly rate of pay. All hours worked over twelve (12) in a day Monday through Friday, and all hours worked on Sundays shall be paid at double the hourly rate of wage. All hours worked on a holiday shall be paid at one and one-half times the hourly rate of wage, except that all hours worked on Labor Day shall be paid at double the hourly rate of pay.
- U. The first four (4) hours after eight (8) regular hours Monday through Friday and the first twelve (12) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. (Except on makeup days if work is lost due to inclement weather, then the first eight (8) hours on Saturday may be paid the regular rate.) All hours worked over twelve (12) hours Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- V. Work performed in excess of ten (10) hours of straight time per day when four ten (10) hour shifts are established or outside the normal shift (5 am to 6pm), and all work on Saturdays, except for make-up days shall be paid at time and one-half (1 ½) the straight time rate.

In the event the job is down due to weather conditions, then Saturday may, be worked as a voluntary make-up day at the straight time rate. However, Saturday shall not be utilized as a make-up day when a holiday falls on Friday. All work performed on Sundays and holidays and work in excess of twelve (12) hours per day shall be paid at double (2x) the straight time rate of pay.

After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.

When an employee returns to work without a break of eight (8) hours since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.

- W. All hours worked on Saturdays (except makeup days if work is lost due to inclement weather conditions) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

When an employee returns to work without at least eight (8) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.

Benefit Code Key – Effective 3/3/2022 thru 8/30/2022

**Overtime Codes Continued**

4. X. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage. Work performed outside the normal shift of 6 am to 6pm shall be paid at one and one-half the straight time rate, (except for special shifts or three shift operations). All work performed on Sundays and holidays shall be paid at double the hourly rate of wage. Shifts may be established when considered necessary by the Employer.
- The Employer may establish shifts consisting of eight (8) or ten (10) hours of work (subject to WAC 296-127-022), that shall constitute a normal forty (40) hour work week. The Employer can change from a 5-eight to a 4-ten hour schedule or back to the other. All hours of work on these shifts shall be paid for at the straight time hourly rate. Work performed in excess of eight hours (or ten hours per day (subject to WAC 296-127-022) shall be paid at one and one-half the straight time rate.
- When due to conditions beyond the control of the Employer, or when contract specifications require that work can only be performed outside the regular day shift, then by mutual agreement a special shift may be worked at the straight time rate, eight (8) hours work for eight (8) hours pay. The starting time shall be arranged to fit such conditions of work.
- When an employee returns to work without at a break of eight (8) hours since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.
- Y. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal shift, and all work on Saturdays shall be paid at time and one-half the straight time rate. All work performed after 6:00 pm Saturday to 6:00 am Monday and holidays shall be paid at double the straight time rate of pay.
- Any shift starting between the hours of 6:00 pm and midnight shall receive an additional one dollar (\$1.00) per hour for all hours worked that shift.
- After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.
- Z. All hours worked between the hours of 6:00 pm and 6:00 am, Monday through Saturday, shall be paid at a premium rate of 20% over the hourly rate of wage. Work performed on Sundays may be paid at double time. All hours worked on holidays shall be paid at double the hourly rate of wage.
11. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
- B After an employee has worked eight (8) hours, all additional hours worked shall be paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.
- C The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours worked, except Labor Day, and all hours on Sunday shall be paid at double the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage. All non-overtime and non-holiday hours worked between 4:00 pm and 5:00 am, Monday through Friday, shall be paid at a premium rate of 15% over the hourly rate of wage.

Benefit Code Key – Effective 3/3/2022 thru 8/30/2022

**Overtime Codes Continued**

11. D. All hours worked on Saturdays and holidays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays shall be paid at double the hourly rate of wage.
- After an employee has worked eight (8) hours, all additional hours worked shall be paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.
- E. The first two (2) hours after eight (8) regular hours Monday through Friday, the first ten (10) hours on Saturday, and the first ten (10) hours worked on Holidays shall be paid at one and one-half times the hourly rate of wage. All hours worked over ten (10) hours Monday through Saturday, and Sundays shall be paid at double the hourly rate of wage.
- After an employee has worked eight (8) hours, all additional hours worked shall be paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.
- F. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- On a four-day, ten-hour weekly schedule, either Monday thru Thursday or Tuesday thru Friday schedule, all hours worked after ten shall be paid at double the hourly rate of wage. The Monday or Friday not utilized in the normal four-day, ten hour work week, and Saturday shall be paid at one-half times the hourly rate of wage for the first eight (8) hours. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- G. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal 5 am to 6pm shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage.
- All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays, and all hours worked in excess of twelve (12) hours in a single shift shall be paid at double the hourly rate of wage.
- After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of nine (9) hours or more. When an employee returns to work without at least nine (9) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until he/she shall have the nine (9) hours rest period.
- H. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal 5 am to 6pm shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage.
- All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays, and all hours worked in excess of twelve (12) hours in a single shift shall be paid at double the hourly rate of wage.
- After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of ten (10) hours or more. When an employee returns to work without at least ten (10) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until he/she shall have the ten (10) hours rest period.

**Overtime Codes Continued**

Benefit Code Key – Effective 3/3/2022 thru 8/30/2022

11. I. On Monday through Friday, the first four (4) hours of overtime after eight (8) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay, unless a four (4) day ten (10) hour workweek has been established. On a four (4) day ten (10) hour workweek scheduled Monday through Thursday, or Tuesday through Friday, the first two (2) hours of overtime after ten (10) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay.

On Saturday, the first twelve (12) hours of work shall be paid at one and one half (1-1/2) times the straight time rate of pay. All work performed after 6:00 pm Saturday to 5:00 am Monday, all work performed over twelve (12) hours, and all work performed on holidays shall be paid at double the straight time rate of pay.

Any shift starting between the hours of 6:00 pm and midnight shall receive an additional two dollar (\$2.00) per hour for all hours worked that shift.

**Holiday Codes**

5. A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day (7).
- B. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, the day before Christmas, and Christmas Day (8).
- C. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).
- D. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8).
- H. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Day after Thanksgiving Day, And Christmas (6).
- I. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6).
- J. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve Day, And Christmas Day (7).
- K. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, The Day Before Christmas, And Christmas Day (9).
- L. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (8).
- N. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, The Friday After Thanksgiving Day, And Christmas Day (9).
- P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday And Saturday After Thanksgiving Day, The Day Before Christmas, And Christmas Day (9). If A Holiday Falls On Sunday, The Following Monday Shall Be Considered As A Holiday.
- Q. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6).

Benefit Code Key – Effective 3/3/2022 thru 8/30/2022

**Holiday Codes Continued**

- R. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving Day, One-Half Day Before Christmas Day, And Christmas Day. (7 1/2).
  - S. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, And Christmas Day (7).
  - Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).
- 6.
- G. Paid Holidays: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and Christmas Eve Day (11).
  - H. Paid Holidays: New Year's Day, New Year's Eve Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, Christmas Day, The Day After Christmas, And A Floating Holiday (10).
  - T. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Last Working Day Before Christmas Day, And Christmas Day (9).
  - Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). If a holiday falls on Saturday, the preceding Friday shall be considered as the holiday. If a holiday falls on Sunday, the following Monday shall be considered as the holiday.
- 7.
- A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any Holiday Which Falls On A Sunday Shall Be Observed As A Holiday On The Following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
  - B. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
  - C. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
  - D. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8). Unpaid Holidays: President's Day. Any paid holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any paid holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
  - E. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

Benefit Code Key – Effective 3/3/2022 thru 8/30/2022

**Holiday Codes Continued**

7. F. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the last working day before Christmas day and Christmas day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- G. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
- H. Holidays: New Year's Day, Martin Luther King Jr. Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- I. Holidays: New Year's Day, President's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Day Before Christmas Day And Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- J. Holidays: New Year's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- K. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- L. Holidays: New Year's Day, Memorial Day, Labor Day, Independence Day, Thanksgiving Day, the Last Work Day before Christmas Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- N. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. When Christmas falls on a Saturday, the preceding Friday shall be observed as a holiday.
- P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
- Q. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
- S. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, the Day after Christmas, and A Floating Holiday (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- V. Holidays: New Year's Day, President's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, the day before or after Christmas, and the day before or after New Year's Day. If any of the above listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.

Benefit Code Key – Effective 3/3/2022 thru 8/30/2022

**Holiday Codes Continued**

7. W. Holidays: New Year's Day, Day After New Year's, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve Day, Christmas Day, the day after Christmas, the day before New Year's Day, and a Floating Holiday.
- X. Holidays: New Year's Day, Day before or after New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and the day before or after Christmas day. If a holiday falls on a Saturday or on a Friday that is the normal day off, then the holiday will be taken on the last normal workday. If the holiday falls on a Monday that is the normal day off or on a Sunday, then the holiday will be taken on the next normal workday.
- Y. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day. (8) If the holiday falls on a Sunday, then the day observed by the federal government shall be considered a holiday and compensated accordingly.
- G. New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, the last scheduled workday before Christmas, and Christmas Day (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- H. Holidays: New Year's Day, Martin Luther King Jr. Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- I. Holidays: New Year's Day, President's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Day Before Christmas Day And Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- J. Holidays: New Year's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- K. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- L. Holidays: New Year's Day, Memorial Day, Labor Day, Independence Day, Thanksgiving Day, the Last Work Day before Christmas Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- N. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. When Christmas falls on a Saturday, the preceding Friday shall be observed as a holiday.
- P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.

Benefit Code Key – Effective 3/3/2022 thru 8/30/2022

**Holiday Codes Continued**

7. Q. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
- S. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, the Day after Christmas, and A Floating Holiday (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- V. Holidays: New Year's Day, President's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, the day before or after Christmas, and the day before or after New Year's Day. If any of the above listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- W. Holidays: New Year's Day, Day After New Year's, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve Day, Christmas Day, the day after Christmas, the day before New Year's Day, and a Floating Holiday.
- X. Holidays: New Year's Day, Day before or after New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and the day before or after Christmas day. If a holiday falls on a Saturday or on a Friday that is the normal day off, then the holiday will be taken on the last normal workday. If the holiday falls on a Monday that is the normal day off or on a Sunday, then the holiday will be taken on the next normal workday.
- Y. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day. (8) If the holiday falls on a Sunday, then the day observed by the federal government shall be considered a holiday and compensated accordingly.
15. G. New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, the last scheduled workday before Christmas, and Christmas Day (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- H. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve Day, and Christmas Day (8). When the following holidays fall on a Saturday (New Year's Day, Independence Day, and Christmas Day) the preceding Friday will be considered as the holiday; should they fall on a Sunday, the following Monday shall be considered as the holiday.
- I. Holidays: New Year's Day, President's Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, the last regular workday before Christmas (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
- J. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.

Benefit Code Key – Effective 3/3/2022 thru 8/30/2022

**Note Codes**

8. D. Workers working with supplied air on hazmat projects receive an additional \$1.00 per hour.
- L. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$0.75, Level B: \$0.50, And Level C: \$0.25.
- M. Workers on hazmat projects receive additional hourly premiums as follows: Levels A & B: \$1.00, Levels C & D: \$0.50.
- N. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$1.00, Level B: \$0.75, Level C: \$0.50, And Level D: \$0.25.
- S. Effective August 31, 2012 – A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.
- T. Effective August 31, 2012 – A Traffic Control Laborer performs the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.
- U. Workers on hazmat projects receive additional hourly premiums as follows – Class A Suit: \$2.00, Class B Suit: \$1.50, And Class C Suit: \$1.00. Workers performing underground work receive an additional \$0.40 per hour for any and all work performed underground, including operating, servicing and repairing of equipment. The premium for underground work shall be paid for the entire shift worked. Workers who work suspended by a rope or cable receive an additional \$0.50 per hour. The premium for work suspended shall be paid for the entire shift worked. Workers who do “pioneer” work (break open a cut, build road, etc.) more than one hundred fifty (150) feet above grade elevation receive an additional \$0.50 per hour.
- V. In addition to the hourly wage and fringe benefits, the following depth and enclosure premiums shall be paid. The premiums are to be calculated for the maximum depth and distance into an enclosure that a diver reaches in a day. The premiums are to be paid one time for the day and are not used in calculating overtime pay.
- Depth premiums apply to depths of fifty feet or more. Over 50' to 100' - \$2.00 per foot for each foot over 50 feet. Over 101' to 150' - \$3.00 per foot for each foot over 101 feet. Over 151' to 220' - \$4.00 per foot for each foot over 220 feet. Over 221' - \$5.00 per foot for each foot over 221 feet.
- Enclosure premiums apply when divers enter enclosures (such as pipes or tunnels) where there is no vertical ascent and is measured by the distance travelled from the entrance. 25' to 300' - \$1.00 per foot from entrance. 300' to 600' - \$1.50 per foot beginning at 300'. Over 600' - \$2.00 per foot beginning at 600'.
- W. Meter Installers work on single phase 120/240V self-contained residential meters. The Lineman/Groundmen rates would apply to meters not fitting this description.

Benefit Code Key – Effective 3/3/2022 thru 8/30/2022

**Note Codes Continued**

8. X. Workers on hazmat projects receive additional hourly premiums as follows - Class A Suit: \$2.00, Class B Suit: \$1.50, Class C Suit: \$1.00, and Class D Suit: \$0.50. Special Shift Premium: Basic hourly rate plus \$2.00 per hour.

When due to conditions beyond the control of the Employer or when an owner (not acting as the contractor), a government agency or the contract specifications requires that work can only be performed outside the normal 5 am to 6pm shift, then the special shift premium will be applied to the basic hourly rate. When an employee works on a special shift, they shall be paid a special shift premium for each hour worked unless they are in OT or Double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday.)

Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay.

Swinging Stage/Boatswains Chair: Employees working on a swinging state or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents (\$0.75) per hour above the classification rate.

- Z. Workers working with supplied air on hazmat projects receive an additional \$1.00 per hour.

Special Shift Premium: Basic hourly rate plus \$2.00 per hour. When due to conditions beyond the control of the Employer or when an owner (not acting as a contractor), a government agency or the contract specifications require that more than (4) hours of a special shift can only be performed outside the normal 6 am to 6pm shift, then the special shift premium will be applied to the basic straight time for the entire shift. When an employee works on a special shift, they will be paid a special shift premium for each hour worked unless they are in overtime or double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday.)

9. A. Workers working with supplied air on hazmat projects receive an additional \$1.00 per hour.

Special Shift Premium: Basic hourly rate plus \$2.00 per hour. When due to conditions beyond the control of the Employer or when an owner (not acting as the contractor), a government agency or the contract specifications require that more than four (4) hours of a special shift can only be performed outside the normal 6 am to 6pm shift, then the special shift premium will be applied to the basic straight time for the entire shift. When an employee works on a special shift, they shall be paid a special shift premium for each hour worked unless they are in overtime or double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday.)

Certified Crane Operator Premium: Crane operators requiring certifications shall be paid \$0.50 per hour above their classification rate.

Boom Pay Premium: All cranes including tower shall be paid as follows based on boom length:

- (A) – 130' to 199' – \$0.50 per hour over their classification rate.
- (B) – 200' to 299' – \$0.80 per hour over their classification rate.
- (C) – 300' and over – \$1.00 per hour over their classification rate.

Benefit Code Key – Effective 3/3/2022 thru 8/30/2022

**Note Codes Continued**

9. B. The highest pressure registered on the gauge for an accumulated time of more than fifteen (15) minutes during the shift shall be used in determining the scale paid.

Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay. Swinging Stage/Boatswains Chair: Employees working on a swinging stage or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents (\$0.75) per hour above the classification rate.

- C. Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay. Swinging Stage/Boatswains Chair: Employees working on a swinging stage or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents (\$0.75) per hour above the classification rate.

Effective August 31, 2012 – A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized. A Traffic Control Laborer performs the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. These classifications are only effective on or after August 31, 2012.

- D. Industrial Painter wages are required for painting within industrial facilities such as treatment plants, pipelines, towers, dams, bridges, power generation facilities and manufacturing facilities such as chemical plants, etc., or anywhere abrasive blasting is necessary to prepare surfaces, or hazardous materials encapsulation is required.
- E. Heavy Construction includes construction, repair, alteration or additions to the production, fabrication or manufacturing portions of industrial or manufacturing plants, hydroelectric or nuclear power plants and atomic reactor construction. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$1.00, Level B: \$0.75, Level C: \$0.50, And Level D: \$0.25.
- F. Industrial Painter wages are required for painting within industrial facilities such as treatment plants, pipelines, towers, dams, power generation facilities and manufacturing facilities such as chemical plants, etc., or anywhere abrasive blasting is necessary to prepare surfaces, or hazardous materials encapsulation is required.

"General Decision Number: WA20220001 04/29/2022  
 Superseded General Decision Number: WA20210001  
 State: Washington  
 Construction Type: Highway  
 Counties: Washington Statewide.  
 HIGHWAY (Excludes D.O.E. Hanford Site in Benton and Franklin Counties)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract.  . The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract.  . The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	02/18/2022
2	02/25/2022
3	03/18/2022
<b>4</b>	<b>04/29/2022</b>

CARP0003-006 06/01/2018

SOUTHWEST WASHINGTON: CLARK, COWLITZ, KLICKITAT, LEWIS(Piledriver only), PACIFIC (South of a straight line made by extending the north boundary line of Wahkiakum County west to Willapa Bay to the Pacific Ocean), SKAMANIA, and WAHKIAKUM Counties.

	Rates	Fringes
Carpenters:		
CARPENTERS.....	\$ 37.64	16.83
DIVERS TENDERS.....	\$ 43.73	16.83
DIVERS.....	\$ 87.73	16.83
DRYWALL.....	\$ 37.64	16.83
MILLWRIGHTS.....	\$ 38.17	16.83
PILEDRIVERS.....	\$ 38.71	16.83

DEPTH PAY:  
 50 TO 100 FEET \$1.00 PER FOOT OVER 50 FEET  
 101 TO 150 FEET \$1.50 PER FOOT OVER 101 FEET  
 151 TO 200 FEET \$2.00 PER FOOT OVER 151 FEET

Zone Differential (Add up Zone 1 rates):  
 Zone 2 - \$0.85  
 Zone 3 - 1.25  
 Zone 4 - 1.70  
 Zone 5 - 2.00  
 Zone 6 - 3.00

BASEPOINTS: ASTORIA, LONGVIEW, PORTLAND, THE DALLES, AND VANCOUVER, (NOTE: All dispatches for Washington State Counties: Cowlitz, Wahkiakum and Pacific shall be from Longview Local #1707 and mileage shall be computed from that point.)

ZONE 1: Projects located within 30 miles of the respective city hall of the above mentioned cities  
 ZONE 2: Projects located more than 30 miles and less than 40 miles of the respective city of the above mentioned cities  
 ZONE 3: Projects located more than 40 miles and less than 50 miles of the respective city of the above mentioned cities  
 ZONE 4: Projects located more than 50 miles and less than 60 miles of the respective city of the above mentioned cities.  
 ZONE 5: Projects located more than 60 miles and less than 70 miles of the respective city of the above mentioned cities  
 ZONE 6: Projects located more than 70 miles of the respected city of the above mentioned cities

-----  
 CARP0030-004 06/01/2020

CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS, MASON, PACIFIC (North of a straight line made by extending the north boundary line of Wahkiakum County west to the Pacific Ocean), PIERCE, SAN JUAN, SKAGIT, SNOHOMISH, THURSTON AND WHATCOM Counties

	Rates	Fringes
CARPENTER		
BRIDGE CARPENTERS.....	\$ 46.92	18.02
CARPENTERS ON CREOSOTE MATERIAL.....	\$ 47.02	18.02
CARPENTERS.....	\$ 46.92	18.02
DIVERS TENDER.....	\$ 51.89	18.02
DIVERS.....	\$ 100.78	18.02
MILLWRIGHT AND MACHINE ERECTORS.....	\$ 48.42	18.02
PILEDRIIVER, DRIVING, PULLING, CUTTING, PLACING COLLARS, SETTING, WELDING OR CRESOTE TREATED MATERIAL, ALL PILING.....	\$ 47.17	18.02

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - ALL CLASSIFICATIONS EXCEPT MILLWRIGHTS AND PILEDRIIVERS

Hourly Zone Pay shall be paid on jobs located outside of the free zone computed from the city center of the following listed cities:

Seattle	Olympia	Bellingham
Auburn	Bremerton	Anacortes
Renton	Shelton	Yakima
Aberdeen-Hoquiam	Tacoma	Wenatchee
Ellensburg	Everett	Port Angeles
Centralia	Mount Vernon	Sunnyside
Chelan	Pt. Townsend	

Zone Pay:

0 -25 radius miles	Free
26-35 radius miles	\$1.00/hour
36-45 radius miles	\$1.15/hour
46-55 radius miles	\$1.35/hour
Over 55 radius miles	\$1.55/hour

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - MILLWRIGHT AND PILEDRIVER ONLY)

Hourly Zone Pay shall be computed from Seattle Union Hall, Tacoma City center, and Everett City center

Zone Pay:

0 -25 radius miles	Free
26-45 radius miles	\$ .70/hour
Over 45 radius miles	\$1.50/hour

-----  
 CARP0059-002 06/01/2019

ADAMS, ASOTIN, BENTON, CHELAN (East of 120th meridian), COLUMBIA, DOUGLAS, FERRY, FRANKLIN, GARFIELD, GRANT (East of 120th meridian), KITTITAS (East of 120th meridian), LINCOLN, OKANOGAN (East of 120th meridian), PEND OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN, and YAKIMA (East of 120th meridian) Counties

	Rates	Fringes
CARPENTER		
GROUP 1.....	\$ 35.47	16.88
GROUP 2.....	\$ 47.42	18.96
GROUP 3.....	\$ 36.66	16.88
GROUP 4.....	\$ 36.66	16.88
GROUP 5.....	\$ 83.96	16.88
GROUP 6.....	\$ 40.23	16.88
GROUP 7.....	\$ 41.23	16.88
GROUP 8.....	\$ 37.66	16.88
GROUP 9.....	\$ 44.23	16.88

CARPENTER & DIVER CLASSIFICATIONS:

GROUP 1: Carpenter

GROUP 2: Millwright, Machine Erector

GROUP 3: Piledriver - includes driving, pulling, cutting, placing collars, setting, welding, or creosote treated material, on all piling

GROUP 4: Bridge, Dock, and Wharf carpenters

GROUP 5: Diver Wet

GROUP 6: Diver Tender, Manifold Operator, ROV Operator

GROUP 7: Diver Standby

GROUP 8: Assistant Diver Tender, ROV Tender/Technician

GROUP 9: Manifold Operator-Mixed Gas

ZONE PAY:

ZONE 1	0-45 MILES	FREE
ZONE 2	45-100	\$4.00/PER HOUR
ZONE 3	OVER 100 MILES	\$6.00/PER HOUR

DISPATCH POINTS:

CARPENTERS/MILLWRIGHTS: PASCO (515 N Neel Street) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

CARPENTERS/PILEDRIIVER: SPOKANE (127 E. AUGUSTA AVE.) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

CARPENTERS: WENATCHEE (27 N. CHELAN) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

CARPENTERS: COEUR D' ALENE (1839 N. GOVERNMENT WAY) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

CARPENTERS: MOSCOW (306 N. JACKSON) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

DEPTH PAY FOR DIVERS BELOW WATER SURFACE:

50-100 feet	\$2.00 per foot
101-150 feet	\$3.00 per foot
151-220 feet	\$4.00 per foot
221 feet and deeper	\$5.00 per foot

PREMIUM PAY FOR DIVING IN ENCLOSURES WITH NO VERTICAL ASCENT:

0-25 feet	Free
26-300 feet	\$1.00 per Foot

SATURATION DIVING:

The standby rate applies until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. the diver rate shall be paid for all saturation hours.

WORK IN COMBINATION OF CLASSIFICATIONS:

Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

HAZMAT PROJECTS:

Anyone working on a HAZMAT job (task), where HAZMAT certification is required, shall be compensated at a premium, in addition to the classification working in as follows:

LEVEL D + \$.25 per hour - This is the lowest level of protection. No respirator is used and skin protection is minimal.

LEVEL C + \$.50 per hour - This level uses an air purifying respirator or additional protective clothing.

LEVEL B + \$.75 per hour - Uses same respirator protection as Level A. Supplied air line is provided in conjunction with a chemical "splash suit".

LEVEL A +\$1.00 per hour - This level utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line.

-----  
 CARP0770-003 06/01/2020

WEST OF 120TH MERIDIAN FOR THE FOLLOWING COUNTIES:  
 CHELAN, DOUGLAS, GRANT, KITTITAS, OKANOGAN, and YAKIMA

	Rates	Fringes
CARPENTER		
CARPENTERS ON CREOSOTE		
MATERIAL.....	\$ 47.02	18.02
CARPENTERS.....	\$ 46.92	18.02
DIVERS TENDER.....	\$ 51.89	18.02
DIVERS.....	\$ 100.78	18.02
MILLWRIGHT AND MACHINE		
ERECTORS.....	\$ 48.42	18.02
PILEDRIVER, DRIVING, PULLING, CUTTING, PLACING COLLARS, SETTING, WELDING OR CRESOTE TREATED		
MATERIAL, ALL PILING.....	\$ 47.17	18.02

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - ALL CLASSIFICATIONS EXCEPT MILLWRIGHTS AND PILEDRIVERS

Hourly Zone Pay shall be paid on jobs located outside of the free zone computed from the city center of the following listed cities:

Seattle	Olympia	Bellingham
Auburn	Bremerton	Anacortes
Renton	Shelton	Yakima
Aberdeen-Hoquiam	Tacoma	Wenatchee
Ellensburg	Everett	Port Angeles
Centralia	Mount Vernon	Sunnyside
Chelan	Pt. Townsend	

Zone Pay:

0 -25 radius miles	Free
26-35 radius miles	\$1.00/hour
36-45 radius miles	\$1.15/hour
46-55 radius miles	\$1.35/hour
Over 55 radius miles	\$1.55/hour

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - MILLWRIGHT AND PILEDRIVER ONLY)

Hourly Zone Pay shall be computed from Seattle Union Hall, Tacoma City center, and Everett City center

Zone Pay:

0 -25 radius miles	Free
26-45 radius miles	\$ .70/hour
Over 45 radius miles	\$1.50/hour

-----  
ELEC0046-001 01/01/2022

CALLAM, JEFFERSON, KING AND KITSAP COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 68.50	25.72
ELECTRICIAN.....	\$ 64.31	26.28

-----  
**\* ELEC0048-003 01/01/2022**

CLARK, KLICKITAT AND SKAMANIA COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 44.22	21.50
<b>ELECTRICIAN.....</b>	<b>\$ 44.23</b>	<b>21.00</b>

HOURLY ZONE PAY:

Hourly Zone Pay shall be paid on jobs located outside of the free zone computed from the city center of the following listed cities:

Portland, The Dalles, Hood River, Tillamook, Seaside and Astoria

Zone Pay:  
 Zone 1: 31-50 miles \$1.50/hour  
 Zone 2: 51-70 miles \$3.50/hour  
 Zone 3: 71-90 miles \$5.50/hour  
 Zone 4: Beyond 90 miles \$9.00/hour

\*These are not miles driven. Zones are based on Delorme Street Atlas USA 2006 plus.

-----  
**\* ELEC0048-029 01/01/2022**

COWLITZ AND WAHAKIAKUM COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 44.22	21.50
<b>ELECTRICIAN.....</b>	<b>\$ 44.23</b>	<b>21.00</b>

-----  
 ELEC0073-001 01/01/2022

ADAMS, FERRY, LINCOLN, PEND OREILLE, SPOKANE, STEVENS, WHITMAN COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 34.10	16.68
ELECTRICIAN.....	\$ 39.55	19.68

-----  
 ELEC0076-002 08/31/2021

GRAYS HARBOR, LEWIS, MASON, PACIFIC, PIERCE, AND THURSTON COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 53.15	23.81
ELECTRICIAN.....	\$ 51.77	24.23

-----  
 ELEC0112-005 06/01/2021

ASOTIN, BENTON, COLUMBIA, FRANKLIN, GARFIELD, KITTITAS, WALLA WALLA, YAKIMA COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 52.50	23.01
ELECTRICIAN.....	\$ 50.00	22.93

-----  
 ELEC0191-003 06/01/2020

ISLAND, SAN JUAN, SNOHOMISH, SKAGIT AND WHATCOM COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 44.23	17.73
ELECTRICIAN.....	\$ 47.95	26.16

-----  
 ELEC0191-004 06/01/2018

CHELAN, DOUGLAS, GRANT AND OKANOGAN COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 40.82	17.63
ELECTRICIAN.....	\$ 42.45	21.34

-----  
 ENGI0302-003 06/01/2021

CHELAN (WEST OF THE 120TH MERIDIAN), CLALLAM, DOUGLAS (WEST OF THE 120TH MERIDIAN), GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, KITTITAS, MASON, OKANOGAN (WEST OF THE 120TH MERIDIAN), SAN JUNA, SKAGIT, SNOHOMISH, WHATCOM AND YAKIMA (WEST OF THE 120TH MERIDIAN) COUNTIES

Zone 1 (0-25 radius miles):

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Group 1A.....	\$ 51.91	23.82
Group 1AA.....	\$ 52.66	23.82
Group 1AAA.....	\$ 53.42	23.82
Group 1.....	\$ 51.15	23.82
Group 2.....	\$ 50.50	23.82
Group 3.....	\$ 49.92	23.82
Group 4.....	\$ 46.73	23.82

Zone Differential (Add to Zone 1 rates):

Zone 2 (26-45 radius miles) - \$1.00  
 Zone 3 (Over 45 radius miles) - \$1.30

BASEPOINTS: Aberdeen, Bellingham, Bremerton, Everett, Kent, Mount Vernon, Port Angeles, Port Townsend, Seattle, Shelton, Wenatchee, Yakima

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1AAA - Cranes-over 300 tons, or 300 ft of boom (including jib with attachments)

GROUP 1AA - Cranes 200 to 300 tons, or 250 ft of boom (including jib with attachments); Tower crane over 175 ft in height, base to boom

GROUP 1A - Cranes, 100 tons thru 199 tons, or 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 100 tons and over; Tower crane up to 175 ft in height base to boom; Loaders-overhead, 8 yards and over; Shovels, excavator, backhoes-6 yards and over with attachments

GROUP 1 - Cableway; Cranes 45 tons thru 99 tons, under 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 45 tons thru 99 tons; Derricks on building work; Excavator, shovel, backhoes over 3 yards and under 6 yards; Hard tail end dump articulating off-road equipment 45 yards and over; Loader- overhead 6 yards to, but not including 8 yards; Mucking machine, mole, tunnel, drill and/or shield; Quad 9, HD 41, D-10; Remote control operator on rubber tired earth moving equipment; Rollagon; Scrapers-self propelled 45 yards and over; Slipform pavers; Transporters, all truck or track type

GROUP 2 - Barrier machine (zipper); Batch Plant Operaor-Concrete; Bump Cutter; Cranes, 20 tons thru 44 tons with attachments; Crane-overhead, bridge type-20 tons through 44 tons; Chipper; Concrete Pump-truck mount with boom attachment; Crusher; Deck Engineer/Deck Winches (power); Drilling machine; Excavator, shovel, backhoe-3yards and under; Finishing Machine, Bidwell, Gamaco and similar equipment; Guardrail punch; Horizontal/directional drill operator; Loaders-overhead under 6 yards; Loaders-plant feed; Locomotives-all; Mechanics-all; Mixers-asphalt plant; Motor patrol graders-finishing; Piledriver (other than crane mount); Roto-mill, roto-grinder; Screedman, spreader, topside operator-Blaw Knox, Cedar Rapids, Jaeger, Caterpillar, Barbar Green; Scraper-self propelled, hard tail end dump, articulating off-road equipment-under 45 yards; Subgrade trimmer; Tractors, backhoes-over 75 hp; Transfer material service machine-shuttle buggy, blaw knox-roadtec; Truck crane oiler/driver-100 tons and over; Truck Mount portable conveyor; Yo Yo Pay dozer

GROUP 3 - Conveyors; Cranes-thru 19 tons with attachments; A-frame crane over 10 tons; Drill oilers-auger type, truck or crane mount; Dozers-D-9 and under; Forklift-3000 lbs. and over with attachments; Horizontal/directional drill locator; Outside hoists-(elevators and manlifts), air tuggers, strato tower bucket elevators; Hydralifts/boom trucks over 10 tons; Loader-elevating type, belt; Motor patrol grader-nonfinishing; Plant oiler- asphalt, crusher; Pumps-concrete; Roller, plant mix or multi-lift materials; Saws-concrete; Scrpers-concrete and carry-all; Service engineer-equipment; Trenching machines; Truck Crane Oiler/Driver under 100 tons; Tractors, backhoe 75 hp and under

GROUP 4 - Assistant Engineer; Bobcat; Brooms; Compressor; Concrete finish machine-laser screed; Cranes-A frame-10 tons and under; Elevator and Manlift-permanent or shaft type; Gradechecker, Stakehop; Forklifts under 3000 lbs. with attachments; Hydralifts/boom trucks, 10 tons and under; Oil distributors, blower distribution and mulch seeding operator; Pavement breaker; Posthole digger, mechanical; Power plant; Pumps, water; Rigger and Bellman; Roller-other than plant mix; Wheel Tractors, farmall type; Shotcrete/gunite equipment operator

HANDLING OF HAZARDOUS WASTE MATERIALS:

Personnel in all craft classifications subject to working inside a federally designated hazardous perimeter shall be eligible for compensation in accordance with the following group schedule relative to the level of hazardous waste as outlined in the specific hazardous waste project site safety plan.

H-1 Base wage rate when on a hazardous waste site when not outfitted with protective clothing

H-2 Class "C" Suit - Base wage rate plus \$ .25 per hour.

H-3 Class "B" Suit - Base wage rate plus \$ .50 per hour.

H-4 Class "A" Suit - Base wage rate plus \$ .75 per hour.

-----  
 ENGI0370-002 06/01/2021

ADAMS, ASOTIN, BENTON, CHELAN (EAST OF THE 120TH MERIDIAN), COLUMBIA, DOUGLAS (EAST OF THE 120TH MERIDIAN), FERRY, FRANKLIN, GARFIELD, GRANT, LINCOLN, OKANOGAN (EAST OF THE 120TH MERIDIAN), PEND OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN AND YAKIMA (EAST OF THE 120TH MERIDIAN) COUNTIES

ZONE 1:

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 29.76	20.65
GROUP 2.....	\$ 30.08	20.65
GROUP 3.....	\$ 30.69	20.65
GROUP 4.....	\$ 30.85	20.65
GROUP 5.....	\$ 31.01	20.65
GROUP 6.....	\$ 31.21	20.65
GROUP 7.....	\$ 31.56	20.65
GROUP 8.....	\$ 32.66	20.65

ZONE DIFFERENTIAL (Add to Zone 1 rate): Zone 2 - \$2.00

Zone 1: Within 45 mile radius of Spokane, Pasco, Washington; Lewiston, Idaho

Zone 2: Outside 45 mile radius of Spokane, Pasco, Washington; Lewiston, Idaho

#### POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bit Grinders; Bolt Threading Machine; Compressors (under 2000 CFM, gas, diesel, or electric power); Deck Hand; Fireman & Heater Tender; Hydro-seeder, Mulcher, Nozzleman; Oiler Driver, & Cable Tender, Mucking Machine; Pumpman; Rollers, all types on subgrade, including seal and chip coatings (farm type, Case, John Deere & similar, or Compacting Vibrator), except when pulled by Dozer with operable blade; Welding Machine; Crane Oiler-Driver (CLD required) & Cable Tender, Mucking Machine

GROUP 2: A-frame Truck (single drum); Assistant Refrigeration Plant (under 1000 ton); Assistant Plant Operator, Fireman or Pugmixer (asphalt); Bagley or Stationary Scraper; Belt Finishing Machine; Blower Operator (cement); Cement Hog; Compressor (2000 CFM or over, 2 or more, gas diesel or electric power); Concrete Saw (multiple cut); Distributor Leverman; Ditch Witch or similar; Elevator Hoisting Materials; Dope Pots (power agitated); Fork Lift or Lumber Stacker, hydra-lift & similar; Gin Trucks (pipeline); Hoist, single drum; Loaders (bucket elevators and conveyors); Longitudinal Float; Mixer (portable-concrete); Pavement Breaker, Hydra-Hammer & similar; Power Broom; Railroad Ballast Regulation Operator (self-propelled); Railroad Power Tamper Operator (self-propelled); Railroad Tamper Jack Operator (self-propelled); Spray Curing Machine (concrete); Spreader Box (self-propelled); Straddle Buggy (Ross & similar on construction job only); Tractor (Farm type R/T with attachment, except Backhoe); Tugger Operator

GROUP 3: A-frame Truck (2 or more drums); Assistant Refrigeration Plant & Chiller Operator (over 1000 ton); Backfillers (Cleveland & similar); Batch Plant & Wet Mix Operator, single unit (concrete); Belt-Crete Conveyors with power pack or similar; Belt Loader (Kocal or similar); Bending Machine; Bob Cat (Skid Steer); Boring Machine (earth); Boring Machine (rock under 8 inch bit) (Quarry Master, Joy or similar); Bump Cutter (Wayne, Saginaw or similar); Canal Lining Machine (concrete); Chipper (without crane); Cleaning & Doping Machine (pipeline); Deck Engineer; Elevating Belt-type Loader (Euclid, Barber Green & similar); Elevating Grader-type Loader (Dumor, Adams or similar); Generator Plant Engineers (diesel or electric); Gunnite Combination Mixer & Compressor; Locomotive Engineer; Mixermobile; Mucking Machine; Posthole Auger or Punch; Pump (grout or jet); Soil Stabilizer (P & H or similar); Spreader Machine; Dozer/Tractor (up to D-6 or equivalent) and Traxcavator; Traverse Finish Machine; Turnhead Operator

GROUP 4: Concrete Pumps (squeeze-crete, flow-crete, pump-crete, Whitman & similar); Curb Extruder (asphalt or concrete); Drills (churn, core, calyx or diamond); Equipment Serviceman; Greaser & Oiler; Hoist (2 or more drums or Tower Hoist); Loaders (overhead & front-end, under 4 yds. R/T); Refrigeration Plant Engineer (under 1000 ton); Rubber-tired Skidders (R/T with or without attachments); Surface Heater & Plant Machine; Trenching Machines (under 7 ft. depth capacity); Turnhead (with re-screening); Vacuum Drill (reverse circulation drill under 8 inch bit)

GROUP 5: Backhoe (under 45,000 gw); Backhoe & Hoe Ram (under 3/4 yd.); Carrydeck & Boom Truck (under 25 tons); Cranes (25 tons & under), all attachments including clamshell, dragline; Derricks & Stifflegs (under 65 tons); Drilling Equipment(8 inch bit & over) (Robbins, reverse circulation & similar); Hoe Ram; Piledriving Engineers; Paving (dual drum); Railroad Track Liner Operatr (self-propelled); Refrigeration Plant Engineer (1000 tons & over); Signalman (Whirleys, Highline Hammerheads or similar); Grade Checker

GROUP 6: Asphalt Plant Operator; Automatic Subgrader (Ditches & Trimmers)(Autograde, ABC, R.A. Hansen & similar on grade wire); Backhoe (45,000 gw and over to 110,000 gw); Backhoes & Hoe Ram (3/4 yd. to 3 yd.); Batch Plant (over 4 units); Batch & Wet Mix Operator (multiple units, 2 & incl. 4); Blade Operator (motor patrol & attachments); Cable Controller (dispatcher); Compactor (self-propelled with blade); Concrete Pump Boom Truck; Concrete Slip Form Paver; Cranes (over 25 tons, to and including 45 tons), all attachments including clamshell, dragline; Crusher, Grizzle & Screening Plant Operator; Dozer, 834 R/T & similar; Drill Doctor; Loader Operator (front-end & overhead, 4 yds. incl. 8 yds.); Multiple Dozer Units with single blade; Paving Machine (asphalt and concrete); Quad-Track or similar equipment; Rollerman (finishing asphalt pavement); Roto Mill (pavement grinder); Scrapers, all, rubber-tired; Screed Operator; Shovel(under 3 yds.); Trenching Machines (7 ft. depth & over); Tug Boat Operator Vactor guzzler, super sucker; Lime Batch Tank Operator (REcycle Train); Lime Brain Operator (Recycle Train); Mobile Crusher Operator (Recycle Train)

GROUP 7: Backhoe (over 110,000 gw); Backhoes & Hoe Ram (3 yds & over); Blade (finish & bluetop) Automatic, CMI, ABC, Finish Athey & Huber & similar when used as automatic; Cableway Operators; Concrete Cleaning/Decontamination machine operator; Cranes (over 45 tons to but not including 85 tons), all attachments including clamshell and dragline; Derricks & Stiffleys (65 tons & over); Elevating Belt (Holland type); Heavy equipment robotics operator; Loader (360 degrees revolving Koehring Scooper or similar); Loaders (overhead & front-end, over 8 yds. to 10 yds.); Rubber-tired Scrapers (multiple engine with three or more scrapers); Shovels (3 yds. & over); Whirleys & Hammerheads, ALL; H.D. Mechanic; H.D. Welder; Hydraulic Platform Trailers (Goldhofer, Shaurerly and Similar); Ultra High Pressure Waterjet Cutting Tool System Operator (30,000 psi); Vacuum Blasting Machine Operator

GROUP 8: Cranes (85 tons and over, and all climbing, overhead, rail and tower), all attachments including clamshell, dragline; Loaders (overhead and front-end, 10 yards and over); Helicopter Pilot

BOOM PAY: (All Cranes, Including Tower)  
 180 ft to 250 ft \$ .50 over scale  
 Over 250 ft \$ .80 over scale

NOTE:

In computing the length of the boom on Tower Cranes, they shall be measured from the base of the Tower to the point of the boom.

HAZMAT:

Anyone working on HAZMAT jobs, working with supplied air shall receive \$1.00 an hour above classification.

-----  
 ENGI0612-001 06/01/2020

PIERCE County

ON PROJECTS DESCRIBED IN FOOTNOTE A BELOW, THE RATE FOR EACH GROUP SHALL BE 90% OF THE BASE RATE PLUS FULL FRINGE BENEFITS. ON ALL OTHER WORK, THE FOLLOWING RATES APPLY.

Zone 1 (0-25 radius miles):

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1A.....	\$ 49.50	22.47
GROUP 1AA.....	\$ 50.22	22.47
GROUP 1AAA.....	\$ 50.94	22.47
GROUP 1.....	\$ 48.77	22.47
GROUP 2.....	\$ 48.15	22.47
GROUP 3.....	\$ 47.60	22.47
GROUP 4.....	\$ 44.55	22.47

Zone Differential (Add to Zone 1 rates):

Zone 2 (26-45 radius miles) = \$1.00

Zone 3 (Over 45 radius miles) - \$1.30

BASEPOINTS: CENTRALIA, OLYMPIA, TACOMA

#### POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1 AAA - Cranes-over 300 tons or 300 ft of boom  
(including jib with attachments)

GROUP 1AA - Cranes- 200 tonsto 300 tons, or 250 ft of boom  
(including jib with attachments; Tower crane over 175 ft in  
height, bas to boom

GROUP 1A - Cranes, 100 tons thru 199 tons, or 150 ft of boom  
(including jib with attachments); Crane-overhead, bridge  
type, 100 tons and over; Tower crane up to 175 ft in height  
base to boom; Loaders-overhead, 8 yards and over; Shovels,  
excavator, backhoes-6 yards and over with attachments

GROUP 1 - Cableway; Cranes 45 tons thru 99 tons under 150 ft  
of boom (including jib with attachments); Crane-overhead,  
bridge type, 45 tons thru 99 tons; Derricks on building  
work; Excavator, shovel, backhoes over 3 yards and under 6  
yards; Hard tail end dump articulating off-road equipment  
45 yards and over; Loader- overhead, 6 yards to, but not  
including, 8 yards; Mucking machine, mole, tunnel, drill  
and/or shield; Quad 9 HD 41, D-10; Remote control operator  
on rubber tired earth moving equipment; Rollagon; Scrapers-  
self-propelled 45 yards and over; Slipform pavers;  
Transporters, all track or truck type

GROUP 2 - Barrier machine (zipper); Batch Plant Operator-  
concrete; Bump Cutter; Cranes, 20 tons thru 44 tons with  
attachments; Crane-Overhead, bridge type, 20 tons through  
44 tons; Chipper; Concrete pump-truck mount with boom  
attachment; Crusher; Deck engineer/deck winches (power);  
Drilling machine; Excavator, shovel, backhoe-3 yards and  
under; Finishing machine, Bidwell, Gamaco and similar  
equipment; Guardrail punch; Loaders, overhead under 6  
yards; Loaders-plant feed; Locomotives-all; Mechanics- all;  
Mixers, asphalt plant; Motor patrol graders, finishing;  
Piledriver (other than crane mount); Roto-mill, roto-  
grinder; Screedman, spreader, topside operator-Blaw Knox,  
Cedar Rapids, Jaeger, Caterpillar, Barbar Green;  
Scraper-self- propelled, hard tail end dump, articulating  
off-road equipment- under 45 yards; Subgrader trimmer;  
Tractors, backhoe over 75 hp; Transfer material service  
machine-shuttle buggy, Blaw Knox- Roadtec; Truck Crane  
oiler/driver-100 tons and over; Truck Mount Portable  
Conveyor; Yo Yo pay

GROUP 3 - Conveyors; Cranes through 19 tons with attachments; Crane-A-frame over 10 tons; Drill oilers-auger type, truck or crane mount; Dozer-D-9 and under; Forklift-3000 lbs. and over with attachments; Horizontal/directional drill locator; Outside Hoists-(elevators and manlifts), air tuggers, strato tower bucket elevators; Hydralifts/boom trucks over 10 tons; Loaders-elevating type, belt; Motor patrol grader-nonfinishing; Plant oiler- asphalt, crusher; Pump-Concrete; Roller, plant mix or multi-lfit materials; Saws-concrete; Scrapers, concrete and carry all; Service engineers-equipment; Trenching machines; Truck crane oiler/driver under 100 tons; Tractors, backhoe under 75 hp

GROUP 4 - Assistant Engineer; Bobcat; Brooms; Compressor; Concrete Finish Machine-laser screed; Cranes A-frame 10 tons and under; Elevator and manlift (permanent and shaft type); Forklifts-under 3000 lbs. with attachments; Gradechecker, stakehop; Hydralifts/boom trucks, 10 tons and under; Oil distributors, blower distribution and mulch seeding operator; Pavement breaker; Posthole digger-mechanical; Power plant; Pumps-water; Rigger and Bellman; Roller-other than plant mix; Wheel Tractors, farmall type; Shotcrete/gunite equipment operator

FOOTNOTE A- Reduced rates may be paid on the following:

1. Projects involving work on structures such as buildings and bridges whose total value is less than \$1.5 million excluding mechanical, electrical, and utility portions of the contract.
2. Projects of less than \$1 million where no building is involved. Surfacing and paving included, but utilities excluded.
3. Marine projects (docks, wharfs, etc.) less than \$150,000.

HANDLING OF HAZARDOUS WASTE MATERIALS: Personnel in all craft classifications subject to working inside a federally designated hazardous perimeter shall be eligible for compensation in accordance with the following group schedule relative to the level of hazardous waste as outlined in the specific hazardous waste project site safety plan.

H-1 Base wage rate when on a hazardous waste site when not outfitted with protective clothing, Class "D" Suit - Base wage rate plus \$ .50 per hour.

H-2 Class "C" Suit - Base wage rate plus \$1.00 per hour.

H-3 Class "B" Suit - Base wage rate plus \$1.50 per hour.

H-4 Class "A" Suit - Base wage rate plus \$2.00 per hour.

ENGI0612-012 06/01/2020

LEWIS, PACIFIC (portion lying north of a parallel line extending west from the northern boundary of Wahkaikum County to the sea) AND THURSTON COUNTIES

ON PROJECTS DESCRIBED IN FOOTNOTE A BELOW, THE RATE FOR EACH GROUP SHALL BE 90% OF THE BASE RATE PLUS FULL FRINGE BENEFITS. ON ALL OTHER WORK, THE FOLLOWING RATES APPLY.

Zone 1 (0-25 radius miles):

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1A.....	\$ 48.41	22.47
GROUP 1AA.....	\$ 49.13	22.47
GROUP 1AAA.....	\$ 49.83	22.47
GROUP 1.....	\$ 47.70	22.47
GROUP 2.....	\$ 47.08	22.47
GROUP 3.....	\$ 46.55	22.47
GROUP 4.....	\$ 43.54	22.47

Zone Differential (Add to Zone 1 rates):

Zone 2 (26-45 radius miles) = \$1.00

Zone 3 (Over 45 radius miles) - \$1.30

BASEPOINTS: CENTRALIA, OLYMPIA, TACOMA

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1 AAA - Cranes-over 300 tons or 300 ft of boom (including jib with attachments)

GROUP 1AA - Cranes- 200 tonsto 300 tons, or 250 ft of boom (including jib with attachments; Tower crane over 175 ft in height, bas to boom

GROUP 1A - Cranes, 100 tons thru 199 tons, or 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 100 tons and over; Tower crane up to 175 ft in height base to boom; Loaders-overhead, 8 yards and over; Shovels, excavator, backhoes-6 yards and over with attachments

GROUP 1 - Cableway; Cranes 45 tons thru 99 tons under 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 45 tons thru 99 tons; Derricks on building work; Excavator, shovel, backhoes over 3 yards and under 6 yards; Hard tail end dump articulating off-road equipment 45 yards and over; Loader- overhead, 6 yards to, but not including, 8 yards; Mucking machine, mole, tunnel, drill and/or shield; Quad 9 HD 41, D-10; Remote control operator on rubber tired earth moving equipment; Rollagon; Scrapers-self-propelled 45 yards and over; Slipform pavers; Transporters, all track or truck type

GROUP 2 - Barrier machine (zipper); Batch Plant Operator-concrete; Bump Cutter; Cranes, 20 tons thru 44 tons with attachments; Crane-Overhead, bridge type, 20 tons through 44 tons; Chipper; Concrete pump-truck mount with boom attachment; Crusher; Deck engineer/deck winches (power); Drilling machine; Excavator, shovel, backhoe-3 yards and under; Finishing machine, Bidwell, Gamaco and similar equipment; Guardrail punch; Loaders, overhead under 6 yards; Loaders-plant feed; Locomotives-all; Mechanics- all; Mixers, asphalt plant; Motor patrol graders, finishing; Piledriver (other than crane mount); Roto-mill, roto-grinder; Screedman, spreader, topside operator-Blaw Knox, Cedar Rapids, Jaeger, Caterpillar, Barbar Green; Scraper-self-propelled, hard tail end dump, articulating off-road equipment- under 45 yards; Subgrader trimmer; Tractors, backhoe over 75 hp; Transfer material service machine-shuttle buggy, Blaw Knox- Roadtec; Truck Crane oiler/driver-100 tons and over; Truck Mount Portable Conveyor; Yo Yo pay

GROUP 3 - Conveyors; Cranes through 19 tons with attachments; Crane-A-frame over 10 tons; Drill oilers-auger type, truck or crane mount; Dozer-D-9 and under; Forklift-3000 lbs. and over with attachments; Horizontal/directional drill locator; Outside Hoists-(elevators and manlifts), air tuggers, strato tower bucket elevators; Hydralifts/boom trucks over 10 tons; Loaders-elevating type, belt; Motor patrol grader-nonfinishing; Plant oiler- asphalt, crusher; Pump-Concrete; Roller, plant mix or multi-lfit materials; Saws-concrete; Scrapers, concrete and carry all; Service engineers-equipment; Trenching machines; Truck crane oiler/driver under 100 tons; Tractors, backhoe under 75 hp

GROUP 4 - Assistant Engineer; Bobcat; Brooms; Compressor; Concrete Finish Machine-laser screed; Cranes A-frame 10 tons and under; Elevator and manlift (permanent and shaft type); Forklifts-under 3000 lbs. with attachments; Gradechecker, stakehop; Hydralifts/boom trucks, 10 tons and under; Oil distributors, blower distribution and mulch seeding operator; Pavement breaker; Posthole digger-mechanical; Power plant; Pumps-water; Rigger and Bellman; Roller-other than plant mix; Wheel Tractors, farmall type; Shotcrete/gunite equipment operator

FOOTNOTE A- Reduced rates may be paid on the following:

1. Projects involving work on structures such as buildings and bridges whose total value is less than \$1.5 million excluding mechanical, electrical, and utility portions of the contract.
2. Projects of less than \$1 million where no building is involved. Surfacing and paving included, but utilities excluded.
3. Marine projects (docks, wharfs, etc.) less than \$150,000.

HANDLING OF HAZARDOUS WASTE MATERIALS: Personnel in all craft classifications subject to working inside a federally designated hazardous perimeter shall be eligible for compensation in accordance with the following group schedule relative to the level of hazardous waste as outlined in the specific hazardous waste project site safety plan.

- H-1 Base wage rate when on a hazardous waste site when not outfitted with protective clothing, Class "D" Suit - Base wage rate plus \$ .50 per hour.
- H-2 Class "C" Suit - Base wage rate plus \$1.00 per hour.
- H-3 Class "B" Suit - Base wage rate plus \$1.50 per hour.
- H-4 Class "A" Suit - Base wage rate plus \$2.00 per hour.

-----  
 ENGI0701-002 01/01/2018

CLARK, COWLITZ, KLICKITAT, PACIFIC (SOUTH), SKAMANIA, AND WAHAKIYAKUM COUNTIES

POWER EQUIPMENT OPERATORS: ZONE 1

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 41.65	14.35
GROUP 1A.....	\$ 43.73	14.35
GROUP 1B.....	\$ 45.82	14.35
GROUP 2.....	\$ 39.74	14.35
GROUP 3.....	\$ 38.59	14.35
GROUP 4.....	\$ 37.51	14.35
GROUP 5.....	\$ 36.27	14.35
GROUP 6.....	\$ 33.05	14.35

Zone Differential (add to Zone 1 rates):  
 Zone 2 - \$3.00  
 Zone 3 - \$6.00

For the following metropolitan counties: MULTNOMAH; CLACKAMAS; MARION; WASHINGTON; YAMHILL; AND COLUMBIA; CLARK; AND COWLITZ COUNTY, WASHINGTON WITH MODIFICATIONS AS INDICATED:

All jobs or projects located in Multnomah, Clackamas and Marion Counties, West of the western boundary of Mt. Hood National Forest and West of Mile Post 30 on Interstate 84 and West of Mile Post 30 on State Highway 26 and West of Mile Post 30 on Highway 22 and all jobs or projects located in Yamhill County, Washington County and Columbia County and all jobs or projects located in Clark & Cowlitz County, Washington except that portion of Cowlitz County in the Mt. St. Helens "Blast Zone" shall receive Zone I pay for all classifications.

All jobs or projects located in the area outside the identified boundary above, but less than 50 miles from the Portland City Hall shall receive Zone II pay for all classifications.

All jobs or projects located more than 50 miles from the Portland City Hall, but outside the identified border above, shall receive Zone III pay for all classifications.

For the following cities: ALBANY; BEND; COOS BAY; EUGENE; GRANTS PASS; KLAMATH FALLS; MEDFORD; ROSEBURG

All jobs or projects located within 30 miles of the respective city hall of the above mentioned cities shall receive Zone I pay for all classifications.

All jobs or projects located more than 30 miles and less than 50 miles from the respective city hall of the above mentioned cities shall receive Zone II pay for all classifications.

All jobs or projects located more than 50 miles from the respective city hall of the above mentioned cities shall receive Zone III pay for all classifications.

#### POWER EQUIPMENT OPERATORS CLASSIFICATIONS

##### Group 1

Concrete Batch Plan and or Wet mix three (3) units or more; Crane, Floating one hundred and fifty (150) ton but less than two hundred and fifty (250) ton; Crane, two hundred (200) ton through two hundred ninety nine (299) ton with two hundred foot (200') boom or less (including jib, inserts and/or attachments); Crane, ninety (90) ton through one hundred ninety nine (199) ton with over two hundred (200') boom Including jib, inserts and/or attachments); Crane, Tower Crane with one hundred seventy five foot (175') tower or less and with less than two hundred foot (200') jib; Crane, Whirley ninety (90) ton and over; Helicopter when used in erecting work

##### Group 1A

Crane, floating two hundred fifty (250) ton and over; Crane, two hundred (200) ton through two hundred ninety nine (299) ton, with over two hundred foot (200') boom (including jib, inserts and/or attachments); Crane, three hundred (300) ton through three hundred ninety nine (399) ton; Crane, Tower Crane with over one hundred seventy five foot (175') tower or over two hundred foot (200') jib; Crane, tower Crane on rail system or 2nd tower or more in work radius

Group 1B

Crane, three hundred (300) ton through three hundred ninety nine (399) ton, with over two hundred foot (200') boom (including jib, inserts and/or attachments); Floating crane, three hundred fifty (350) ton and over; Crane, four hundred (400) ton and over

Group 2

Asphalt Plant (any type); Asphalt Roto-Mill, pavement profiler eight foot (8') lateral cut and over; Auto Grader or "Trimmer"; Blade, Robotic; Bulldozer, Robotic Equipment (any type); Bulldozer, over one hundred twenty thousand (120,000) lbs. and above; Concrete Batch Plant and/or Wet Mix one (1) and two (2) drum; Concrete Diamond Head Profiler; Canal Trimmer; Concrete, Automatic Slip Form Paver (Assistant to the Operator required); Crane, Boom Truck fifty (50) ton and with over one hundred fifty foot (150') boom and over; Crane, Floating (derrick barge) thirty (30) ton but less than one hundred fifty (150) ton; Crane, Cableway twenty-five (25) ton and over; Crane, Floating Clamshell three (3) cu. Yds. And over; Crane, ninety (90) ton through one hundred ninety nine (199) ton up to and including two hundred foot (200') of boom (including jib inserts and/or attachments); Crane, fifty (50) ton through eighty nine (89) ton with over one hundred fifty foot (150') boom (including jib inserts and/or attachments); Crane, Whirley under ninety (90) ton; Crusher Plant; Excavator over one hundred thirty thousand (130,000) lbs.; Loader one hundred twenty thousand (120,000) lbs. and above; Remote Controlled Earth Moving Equipment; Shovel, Dragline, Clamshell, five (5) cu. Yds. And over; Underwater Equipment remote or otherwise, when used in construction work; Wheel Excavator any size

Group 3

Bulldozer, over seventy thousand (70,000) lbs. up to and including one hundred twenty thousand (120,000) lbs.; Crane, Boom Truck fifty (50) ton and over with less than one hundred fifty foot (150') boom; Crane, fifty (50) ton through eighty nine (89) ton with one hundred fifty foot (150') boom or less (including jib inserts and/or attachments); Crane, Shovel, Dragline or Clamshell three (3) cu. yds. but less than five (5) cu. Yds.; Excavator over eighty thousand (80,000) lbs. through one hundred thirty thousand (130,000) lbs.; Loader sixty thousand (60,000) lbs. and less than one hundred twenty thousand (120,000) lbs.

Group 4

Asphalt, Screed; Asphalt Paver; Asphalt Roto-Mill, pavement profiler, under eight foot (8') lateral cut; Asphalt, Material Transfer Vehicle Operator; Back Filling Machine; Backhoe, Robotic, track and wheel type up to and including twenty thousand (20,000) lbs. with any attachments; Blade (any type); Boatman; Boring Machine; Bulldozer over twenty thousand (20,000) lbs. and more than one hundred (100) horse up to seventy thousand (70,000) lbs.; Cable-Plow (any type); Cableway up to twenty five (25) ton; Cat Drill (John Henry); Chippers; Compactor, multi-engine; Compactor, Robotic; Compactor with blade self-propelled; Concrete, Breaker; Concrete, Grout Plant; Concrete, Mixer Mobile; Concrete, Paving Road Mixer; Concrete, Reinforced Tank Banding Machine; Crane, Boom Truck twenty (20) ton and under fifty (50) ton; Crane, Bridge Locomotive, Gantry and Overhead; Crane, Carry Deck; Crane, Chicago Boom and similar types; Crane, Derrick Operator, under one hundred (100) ton; Crane, Floating Clamshell, Dragline, etc. Operator, under three (3) cu. yds. Or less than thirty (30) ton; Crane, under fifty (50) ton; Crane, Quick Tower under one hundred foot (100') in height and less than one hundred fifty foot (150') jib (on rail included); Diesel-Electric Engineer (Plant or Floating); Directional Drill over twenty thousand (20,000) lbs. pullback; Drill Cat Operator; Drill Doctor and/or Bit Grinder; Driller, Percussion, Diamond, Core, Cable, Rotary and similar type; Excavator Operator over twenty thousand (20,000) lbs. through eighty thousand (80,000) lbs.; Generator Operator; Grade-all; Guardrail Machines, i.e. punch, auger, etc.; Hammer Operator (Piledriver); Hoist, stiff leg, guy derrick or similar type, fifty (50) ton and over; Hoist, two (2) drums or more; Hydro Axe (loader mounted or similar type); Jack Operator, Elevating Barges, Barge Operator, self-unloading; Loader Operator, front end and overhead, twenty five thousand (25,000) lbs. and less than sixty thousand (60,000) lbs.; Log Skidders; Piledriver Operator (not crane type); Pipe, Bending, Cleaning, Doping and Wrapping Machines; Rail, Ballast Tamper Multi-Purpose; Rubber-tired Dozers and Pushers; Scraper, all types; Side-Boom; Skip Loader, Drag Box; Strump Grinder (loader mounted or similar type); Surface Heater and Planer; Tractor, rubber-tired, over fifty (50) HP Flywheel; Trenching Machine three foot (3') depth and deeper; Tub Grinder (used for wood debris); Tunnel Boring Machine Mechanic; Tunnel, Mucking Machine; Ultra High Pressure Water Jet Cutting Tool System Operator; Vacuum Blasting Machine Operator; Water pulls, Water wagons

Group 5

Asphalt, Extrusion Machine; Asphalt, Roller (any asphalt mix); Asphalt, Roto-Mill pavement profiler ground man; Bulldozer, twenty thousand (20,000) lbs. or less, or one hundred (100) horse or less; Cement Pump; Chip Spreading Machine; Churn Drill and Earth Boring Machine; Compactor, self-propelled without blade; Compressor, (any power) one thousand two hundred fifty (1,250) cu. ft. and over, total capacity; Concrete, Batch Plant Quality control; Concrete, Combination Mixer and compressor operator, gunite work; Concrete, Curb Machine, Mechanical Berm, Curb and/or Curb and Gutter; Concrete, Finishing Machine; Concrete, Grouting Machine; Concrete, Internal Full Slab Vibrator Operator; Concrete, Joint Machine; Concrete, Mixer single drum, any capacity; Concrete, Paving Machine eight foot (8') or less; Concrete, Planer; Concrete, Pump; Concrete, Pump Truck; Concrete, Pumpcrete Operator (any type); Concrete, Slip Form Pumps, power driven hydraulic lifting device for concrete forms; Conveyored Material Hauler; Crane, Boom Truck under twenty (20) tons; Crane, Boom Type lifting device, five (5) ton capacity or less; Drill, Directional type less than twenty thousand (20,000) lbs. pullback; Fork Lift, over ten (10) ton or Robotic; Helicopter Hoist; Hoist Operator, single drum; Hydraulic Backhoe track type up to and including twenty thousand (20,000) lbs.; Hydraulic Backhoe wheel type (any make); Laser Screed; Loaders, rubber-tired type, less than twenty five thousand (25,000) lbs.; Pavement Grinder and/or Grooving Machine (riding type); Pipe, cast in place Pipe Laying Machine; Pulva-Mixer or similar types; Pump Operator, more than five (5) pumps (any size); Rail, Ballast Compactor, Regulator, or Tamper machines; Service Oiler (Greaser); Sweeper Self-Propelled; Tractor, Rubber-Tired, fifty (50) HP flywheel and under; Trenching Machine Operator, maximum digging capacity three foot (3') depth; Tunnel, Locomotive, Dinkey; Tunnel, Power Jumbo setting slip forms, etc.

Group 6

Asphalt, Pugmill (any type); Asphalt, Raker; Asphalt, Truck Mounted Asphalt Spreader, with Screed; Auger Oiler; Boatman; Bobcat, skid steer (less than one (1) yard); Broom, self-propelled; Compressor Operator (any power) under 1,250 cu. ft. total capacity; Concrete Curing Machine (riding type); Concrete Saw; Conveyor Operator or Assistant; Crane, Tugger; Crusher Feederman; Crusher Oiler; Deckhand; Drill, Directional Locator; Fork Lift; Grade Checker; Guardrail Punch Oiler; Hydrographic Seeder Machine, straw, pulp or seed; Hydrostatic Pump Operator; Mixer Box (CTB, dry batch, etc.); Oiler; Plant Oiler; Pump (any power); Rail, Brakeman, Switchman, Motorman; Rail, Tamping Machine, mechanical, self-propelled; Rigger; Roller grading (not asphalt); Truck, Crane Oiler-Driver

IRON0014-005 07/01/2021

ADAMS, ASOTIN, BENTON, COLUMBIA, DOUGLAS, FERRY, FRANKLIN, GARFIELD, GRANT, LINCOLN, OKANOGAN, PEND ORIELLE, SPOKANE, STEVENS, WALLA WALLA AND WHITMAN COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 35.55	30.36

-----  
IRON0029-002 07/01/2020

CLARK, COWLITZ, KLICKITAT, PACIFIC, SKAMANIA, AND WAHKAIKUM COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 39.10	29.75

-----  
IRON0086-002 01/03/2022

YAKIMA, KITTITAS AND CHELAN COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 36.19	30.70

-----  
IRON0086-004 07/01/2020

CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS, MASON, PIERCE, SKAGIT, SNOHOMISH, THURSTON, AND WHATCOM COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 43.95	31.00

LABO0238-004 06/01/2021

PASCO AREA: ADAMS, BENTON, COLUMBIA, DOUGLAS (East of 120th Meridian), FERRY, FRANKLIN, GRANT, OKANOGAN, WALLA WALLA

SPOKANE AREA: ASOTIN, GARFIELD, LINCOLN, PEND OREILLE, SPOKANE, STEVENS & WHITMAN COUNTIES

	Rates	Fringes
LABORER (PASCO)		
GROUP 1.....	\$ 26.69	13.65
GROUP 2.....	\$ 28.79	13.65
GROUP 3.....	\$ 29.06	13.65
GROUP 4.....	\$ 29.33	13.65
GROUP 5.....	\$ 29.61	13.65
LABORER (SPOKANE)		
GROUP 1.....	\$ 27.34	15.35
GROUP 2.....	\$ 29.44	15.35
GROUP 3.....	\$ 29.71	15.35
GROUP 4.....	\$ 29.98	15.35
GROUP 5.....	\$ 30.26	15.35

Zone Differential (Add to Zone 1 rate): \$2.00

BASE POINTS: Spokane, Pasco, Lewiston

Zone 1: 0-45 radius miles from the main post office.

Zone 2: 45 radius miles and over from the main post office.

LABORERS CLASSIFICATIONS

GROUP 1: Flagman; Landscape Laborer; Scaleman; Traffic Control Maintenance Laborer (to include erection and maintenance of barricades, signs and relief of flagperson); Window Washer/Cleaner (detail cleanup, such as, but not limited to cleaning floors, ceilings, walls, windows, etc. prior to final acceptance by the owner)

GROUP 2: Asbestos Abatement Worker; Brush Hog Feeder; Carpenter Tender; Cement Handler; Clean-up Laborer; Concrete Crewman (to include stripping of forms, hand operating jacks on slip form construction, application of concrete curing compounds, pumpcrete machine, signaling, handling the nozzle of squeezecrete or similar machine, 6 inches and smaller); Confined Space Attendant; Concrete Signalman; Crusher Feeder; Demolition (to include clean-up, burning, loading, wrecking and salvage of all material); Dumpman; Fence Erector; Firewatch; Form Cleaning Machine Feeder; Stacker; General Laborer; Grout Machine Header Tender; Guard Rail (to include guard rails, guide and reference posts, sign posts, and right-of-way markers); Hazardous Waste Worker, Level D (no respirator is used and skin protection is minimal); Miner, Class "A" (to include

all bull gang, concrete crewman, dumpman and pumpcrete crewman, including distributing pipe, assembly & dismantle, and nipper); Nipper; Riprap Man; Sandblast Tailhoseman; Scaffold Erector (wood or steel); Stake Jumper; Structural Mover (to include separating foundation, preparation, cribbing, shoring, jacking and unloading of structures); Tailhoseman (water nozzle); Timber Bucker and Faller (by hand); Track Laborer (RR); Truck Loader; Well-Point Man; All Other Work Classifications Not Specially Listed Shall Be Classified As General Laborer

GROUP 3: Asphalt Roller, walking; Cement Finisher Tender; Concrete Saw, walking; Demolition Torch; Dope Pot Firemen, non-mechanical; Driller Tender (when required to move and position machine); Form Setter, Paving; Grade Checker using level; Hazardous Waste Worker, Level C (uses a chemical "splash suit" and air purifying respirator); Jackhammer Operator; Miner, Class "B" (to include brakeman, finisher, vibrator, form setter); Nozzleman (to include squeeze and flo-crete nozzle); Nozzleman, water, air or steam; Pavement Breaker (under 90 lbs.); Pipelayer, corrugated metal culvert; Pipelayer, multi-plate; Pot Tender; Power Buggy Operator; Power Tool Operator, gas, electric, pneumatic; Railroad Equipment, power driven, except dual mobile power spiker or puller; Railroad Power Spiker or Puller, dual mobile; Rodder and Spreader; Tamper (to include operation of Barco, Essex and similar tampers); Trencher, Shawnee; Tugger Operator; Wagon Drills; Water Pipe Liner; Wheelbarrow (power driven)

GROUP 4: Air and Hydraulic Track Drill; Asphalt Raker; Brush Machine (to include horizontal construction joint cleanup brush machine, power propelled); Caisson Worker, free air; Chain Saw Operator and Faller; Concrete Stack (to include laborers when laborers working on free standing concrete stacks for smoke or fume control above 40 feet high); Guniting (to include operation of machine and nozzle); Hazardous Waste Worker, Level B (uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical "splash suit"); High Scaler; Laser Beam Operator (to include grade checker and elevation control); Miner, Class C (to include miner, nozzleman for concrete, laser beam operator and rigger on tunnels); Monitor Operator (air track or similar mounting); Mortar Mixer; Nozzleman (to include jet blasting nozzleman, over 1,200 lbs., jet blast machine power propelled, sandblast nozzle); Pavement Breaker (90 lbs. and over); Pipelayer (to include working topman, caulker, collarman, jointer, mortarman, rigger, jacker, shorer, valve or meter installer); Pipewrapper; Plasterer Tender; Vibrators (all)

GROUP 5 - Drills with Dual Masts; Hazardous Waste Worker, Level A (utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line); Miner Class "D", (to include raise and shaft miner, laser beam operator on riases and shafts)

-----  
 LABO0238-006 06/01/2021

COUNTIES EAST OF THE 120TH MERIDIAN: ADAMS, ASOTIN, BENTON, CHELAN, COLUMBIA, DOUGLAS, FERRY, FRANKLIN, GARFIELD, GRANT, LINCOLN, OKANOGAN, PEND OREILLE, STEVENS, SPOKANE, WALLA WALLA, WHITMAN

	Rates	Fringes
Hod Carrier.....	\$ 30.00	13.50

-----  
 LABO0242-003 06/01/2021

KING COUNTY

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 28.75	13.29
GROUP 2A.....	\$ 32.96	13.29
GROUP 3.....	\$ 41.29	13.29
GROUP 4.....	\$ 42.29	13.29
GROUP 5.....	\$ 42.98	13.29
Group 6.....	\$ 43.98	13.29

BASE POINTS: BELLINGHAM, MT. VERNON, EVERETT, SEATTLE, KENT, TACOMA, OLYMPIA, CENTRALIA, ABERDEEN, SHELTON, PT. TOWNSEND, PT. ANGELES, AND BREMERTON

- ZONE 1 - Projects within 25 radius miles of the respective city hall
- ZONE 2 - More than 25 but less than 45 radius miles from the respective city hall
- ZONE 3 - More than 45 radius miles from the respective city hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):  
 ZONE 2 - \$1.00  
 ZONE 3 - \$1.30

BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA

- ZONE 1 - Projects within 25 radius miles of the respective city hall
- ZONE 2 - More than 25 radius miles from the respective city hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):  
 ZONE 2 - \$2.25

LABORERS CLASSIFICATIONS

GROUP 1: Landscaping and Planting; Watchman; Window Washer/Cleaner (detail clean-up, such as but not limited to cleaning floors, ceilings, walls, windows, etc., prior to final acceptance by the owner)

GROUP 2A: Batch Weighman; Crusher Feeder; Fence Laborer; Flagman; Pilot Car

GROUP 3: General Laborer; Air, Gas, or Electric Vibrating Screed; Asbestos Abatement Laborer; Ballast Regulator Machine; Brush Cutter; Brush Hog Feeder; Burner; Carpenter Tender; Cement Finisher Tender; Change House or Dry Shack; Chipping Gun (under 30 lbs.); Choker Setter; Chuck Tender; Clean-up Laborer; Concrete Form Stripper; Curing Laborer; Demolition (wrecking and moving including charred material); Ditch Digger; Dump Person; Fine Graders; Firewatch; Form Setter; Gabian Basket Builders; Grout Machine Tender; Grinders; Guardrail Erector; Hazardous Waste Worker (Level C: uses a chemical "splash suit" and air purifying respirator); Maintenance Person; Material Yard Person; Pot Tender; Rip Rap Person; Riggers; Scale Person; Sloper Sprayer; Signal Person; Stock Piler; Stake Hopper; Toolroom Man (at job site); Topper-Tailer; Track Laborer; Truck Spotter; Vinyl Seamer

GROUP 4: Cement Dumper-Paving; Chipping Gun (over 30 lbs.); Clary Power Spreader; Concrete Dumper/Chute Operator; Concrete Saw Operator; Drill Operator (hydraulic, diamond, aiartrac); Faller and Bucker Chain Saw; Grade Checker and Transit Person; Groutmen (pressure) including post tension beams; Hazardous Waste Worker (Level B: uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical "splash suit"); High Scaler; Jackhammer; Laserbeam Operator; Manhole Builder-Mudman; Nozzleman (concrete pump, green cutter when using combination of high pressure air and water on concrete and rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster); Pavement Breaker; Pipe Layer and Caulker; Pipe Pot Tender; Pipe Reliner (not insert type); Pipe Wrapper; Power Jacks; Railroad Spike Puller-Power; Raker-Asphalt; Rivet Buster; Rodder; Sloper (over 20 ft); Spreader (concrete); Tamper and Similar electric, air and glas operated tool; Timber Person-sewer (lagger shorer and cribber); Track Liner Power; Tugger Operator; Vibrator; Well Point Laborer

GROUP 5: Caisson Worker; Mortarman and Hodcarrier; Powderman; Re-Timberman; Hazardous Waste Worker (Level A: utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line).

Group 6: Miner

-----

LABO0252-010 06/10/2021

CLALLAM, GRAYS HARBOR, JEFFERSON, KITSAP, LEWIS, MASON, PACIFIC  
(EXCLUDING SOUTHWEST), PIERCE, AND THURSTON COUNTIES

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 28.75	13.19
GROUP 2.....	\$ 32.96	13.19
GROUP 3.....	\$ 41.29	13.19
GROUP 4.....	\$ 42.29	13.19
GROUP 5.....	\$ 42.98	13.19

BASE POINTS: BELLINGHAM, MT. VERNON, EVERETT, SEATTLE, KENT,  
TACOMA, OLYMPIA, CENTRALIA, ABERDEEN, SHELTON, PT.  
TOWNSEND, PT. ANGELES, AND BREMERTON

ZONE 1 - Projects within 25 radius miles of the respective  
city hall  
 ZONE 2 - More than 25 but less than 45 radius miles from the  
respective city hall  
 ZONE 3 - More than 45 radius miles from the respective city  
hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):  
 ZONE 2 - \$1.00  
 ZONE 3 - \$1.30

BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA

ZONE 1 - Projects within 25 radius miles of the respective  
city hall  
 ZONE 2 - More than 25 radius miles from the respective city  
hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):  
 ZONE 2 - \$2.25

LABORERS CLASSIFICATIONS

GROUP 1: Landscaping and Planting; Watchman; Window  
Washer/Cleaner (detail clean-up, such as but not limited to  
cleaning floors, ceilings, walls, windows, etc., prior to  
final acceptance by the owner)

GROUP 2: Batch Weighman; Crusher Feeder; Fence Laborer;  
Flagman; Pilot Car

GROUP 3: General Laborer; Air, Gas, or Electric Vibrating Screed; Asbestos Abatement Laborer; Ballast Regulator Machine; Brush Cutter; Brush Hog Feeder; Burner; Carpenter Tender; Cement Finisher Tender; Change House or Dry Shack; Chipping Gun (under 30 lbs.); Choker Setter; Chuck Tender; Clean-up Laborer; Concrete Form Stripper; Curing Laborer; Demolition (wrecking and moving including charred material); Ditch Digger; Dump Person; Fine Graders; Firewatch; Form Setter; Gabian Basket Builders; Grout Machine Tender; Grinders; Guardrail Erector; Hazardous Waste Worker (Level C: uses a chemical "splash suit" and air purifying respirator); Maintenance Person; Material Yard Person; Pot Tender; Rip Rap Person; Riggers; Scale Person; Sloper Sprayer; Signal Person; Stock Piler; Stake Hopper; Toolroom Man (at job site); Topper-Tailer; Track Laborer; Truck Spotter; Vinyl Seamer

GROUP 4: Cement Dumper-Paving; Chipping Gun (over 30 lbs.); Clary Power Spreader; Concrete Dumper/Chute Operator; Concrete Saw Operator; Drill Operator (hydraulic, diamond, aiartrac); Faller and Bucker Chain Saw; Groutmen (pressure) including post tension beams; Hazardous Waste Worker (Level B: uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical "splash suit"); Jackhammer; Laserbeam Operator; Manhole Builder-Mudman; Nozzleman (concrete pump, green cutter when using combination of high pressure air and water on concrete and rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster); Pavement Breaker; Pipe Layer and Caulker; Pipe Pot Tender; Pipe Reliner (not insert type); Pipe Wrapper; Power Jacks; Railroad Spike Puller-Power; Raker-Asphalt; Rivet Buster; Rodder; Sloper (over 20 ft); Spreader (concrete); Tamper and Similar electric, air and glas operated tool; Timber Person-sewer (lagger shorer and cribber); Track Liner Power; Tugger Operator; Vibrator; Well Point Laborer

GROUP 5: Caisson Worker; Miner; Mortarman and Hodcarrier; Grade Checker and Transit Person; High Scaler; Powderman; Re-Timberman; Hazardous Waste Worker (Level A: utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied airline).

-----

LABO0292-008 06/01/2021

ISLAND, SAN JUAN, SKAGIT, SNOHOMISH, AND WHATCOM COUNTIES

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 28.75	13.19
GROUP 2.....	\$ 32.96	13.19
GROUP 3.....	\$ 41.29	13.19
GROUP 4.....	\$ 42.29	13.19
GROUP 5.....	\$ 42.98	13.19

BASE POINTS: BELLINGHAM, MT. VERNON, EVERETT, SEATTLE, KENT, TACOMA, OLYMPIA, CENTRALIA, ABERDEEN, SHELTON, PT. TOWNSEND, PT. ANGELES, AND BREMERTON

ZONE 1 - Projects within 25 radius miles of the respective city hall  
 ZONE 2 - More than 25 but less than 45 radius miles from the respective city hall  
 ZONE 3 - More than 45 radius miles from the respective city hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):  
 ZONE 2 - \$1.00  
 ZONE 3 - \$1.30

BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA

ZONE 1 - Projects within 25 radius miles of the respective city hall  
 ZONE 2 - More than 25 radius miles from the respective city hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):  
 ZONE 2 - \$2.25

LABORERS CLASSIFICATIONS

GROUP 1: Landscaping and Planting; Watchman; Window Washer/Cleaner (detail clean-up, such as but not limited to cleaning floors, ceilings, walls, windows, etc., prior to final acceptance by the owner)

GROUP 2: Batch Weighman; Crusher Feeder; Fence Laborer; Flagman; Pilot Car

GROUP 3: General Laborer; Air, Gas, or Electric Vibrating Screed; Asbestos Abatement Laborer; Ballast Regulator Machine; Brush Cutter; Brush Hog Feeder; Burner; Carpenter Tender; Cement Finisher Tender; Change House or Dry Shack; Chipping Gun (under 30 lbs.); Choker Setter; Chuck Tender; Clean-up Laborer; Concrete Form Stripper; Curing Laborer; Demolition (wrecking and moving including charred material); Ditch Digger; Dump Person; Fine Graders; Firewatch; Form Setter; Gabian Basket Builders; Grout Machine Tender; Grinders; Guardrail Erector; Hazardous Waste Worker (Level C: uses a chemical "splash suit" and air purifying respirator); Maintenance Person; Material Yard Person; Pot Tender; Rip Rap Person; Riggers; Scale Person; Sloper Sprayer; Signal Person; Stock Piler; Stake Hopper; Toolroom Man (at job site); Topper-Tailer; Track Laborer; Truck Spotter; Vinyl Seamer

GROUP 4: Cement Dumper-Paving; Chipping Gun (over 30 lbs.); Clary Power Spreader; Concrete Dumper/Chute Operator; Concrete Saw Operator; Drill Operator (hydraulic, diamond, aiartrac); Faller and Bucker Chain Saw; Grade Checker and Transit Person; Groutmen (pressure) including post tension beams; Hazardous Waste Worker (Level B: uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical "splash suit"); High Scaler; Jackhammer; Laserbeam Operator; Manhole Builder-Mudman; Nozzleman (concrete pump, green cutter when using combination of high pressure air and water on concrete and rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster); Pavement Breaker; Pipe Layer and Caulker; Pipe Pot Tender; Pipe Reliner (not insert type); Pipe Wrapper; Power Jacks; Railroad Spike Puller-Power; Raker-Asphalt; Rivet Buster; Rodder; Sloper (over 20 ft); Spreader (concrete); Tamper and Similar electric, air and glas operated tool; Timber Person-sewer (lagger shorer and cribber); Track Liner Power; Tugger Operator; Vibrator; Well Point Laborer

GROUP 5: Caisson Worker; Miner; Mortarman and Hodcarrier; Powderman; Re-Timberman; Hazardous Waste Worker (Level A: utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line).

---

LABO0335-001 06/01/2021

CLARK, COWLITZ, KLICKITAT, PACIFIC (SOUTH OF A STRAIGHT LINE MADE BY EXTENDING THE NORTH BOUNDARY LINE OF WAHKIAKUM COUNTY WEST TO THE PACIFIC OCEAN), SKAMANIA AND WAHKIAKUM COUNTIES

	Rates	Fringes
Laborers:		
ZONE 1:		
GROUP 1.....	\$ 36.59	13.19
GROUP 2.....	\$ 37.34	13.19
GROUP 3.....	\$ 37.91	13.19
GROUP 4.....	\$ 38.39	13.19
GROUP 5.....	\$ 33.47	13.19
GROUP 6.....	\$ 30.43	13.19
GROUP 7.....	\$ 26.40	13.19

Zone Differential (Add to Zone 1 rates):  
 Zone 2 \$ 0.65  
 Zone 3 - 1.15  
 Zone 4 - 1.70  
 Zone 5 - 2.75

BASE POINTS: LONGVIEW AND VANCOUVER

ZONE 1: Projects within 30 miles of the respective city all.  
 ZONE 2: More than 30 miles but less than 40 miles from the respective city hall.  
 ZONE 3: More than 40 miles but less than 50 miles from the respective city hall.  
 ZONE 4: More than 50 miles but less than 80 miles from the respective city hall.  
 ZONE 5: More than 80 miles from the respective city hall.

LABORERS CLASSIFICATIONS

GROUP 1: Asphalt Plant Laborers; Asphalt Spreaders; Batch Weighman; Broomers; Brush Burners and Cutters; Car and Truck Loaders; Carpenter Tender; Change-House Man or Dry Shack Man; Choker Setter; Clean-up Laborers; Curing, Concrete; Demolition, Wrecking and Moving Laborers; Dumpers, road oiling crew; Dumpmen (for grading crew); Elevator Feeders; Median Rail Reference Post, Guide Post, Right of Way Marker; Fine Graders; Fire Watch; Form Strippers (not swinging stages); General Laborers; Hazardous Waste Worker; Leverman or Aggregate Spreader (Flaherty and similar types); Loading Spotters; Material Yard Man (including electrical); Pittsburgh Chipper Operator or Similar Types; Railroad Track Laborers; Ribbon Setters (including steel forms); Rip Rap Man (hand placed); Road Pump Tender; Sewer Labor; Signalman; Skipman; Slopers; Spraymen; Stake Chaser; Stockpiler; Tie Back Shoring; Timber Faller and Bucker (hand labor); Toolroom Man (at job site); Tunnel Bullgang (above ground); Weight-Man- Crusher (aggregate when used)

GROUP 2: Applicator (including pot power tender for same), applying protective material by hand or nozzle on utility lines or storage tanks on project; Brush Cutters (power saw); Burners; Choker Splicer; Clary Power Spreader and similar types; Clean- up Nozzleman-Green Cutter (concrete, rock, etc.); Concrete Power Buggyman; Concrete Laborer; Crusher Feeder; Demolition and Wrecking Charred Materials; Gunite Nozzleman Tender; Gunite or Sand Blasting Pot Tender; Handlers or Mixers of all Materials of an irritating nature (including cement and lime); Tool Operators (includes but not limited to: Dry Pack Machine; Jackhammer; Chipping Guns; Paving Breakers); Pipe Doping and Wrapping; Post Hole Digger, air, gas or electric; Vibrating Screed; Tampers; Sand Blasting (Wet); Stake-Setter; Tunnel-Muckers, Brakemen, Concrete Crew, Bullgang (underground)

GROUP 3: Asbestos Removal; Bit Grinder; Drill Doctor; Drill Operators, air tracks, cat drills, wagon drills, rubber-mounted drills, and other similar types including at crusher plants; Gunite Nozzleman; High Scalers, Strippers and Drillers (covers work in swinging stages, chairs or belts, under extreme conditions unusual to normal drilling, blasting, barring-down, or sloping and stripping); Manhole Builder; Powdermen; Concrete Saw Operator; Pwdermen; Power Saw Operators (Bucking and Falling); Pumpcrete Nozzlemen; Sand Blasting (Dry); Sewer Timberman; Track Liners, Anchor Machines, Ballast Regulators, Multiple Tampers, Power Jacks, Tugger Operator; Tunnel-Chuck Tenders, Nippers and Timbermen; Vibrator; Water Blaster

GROUP 4: Asphalt Raker; Concrete Saw Operator (walls); Concrete Nozzelman; Grade Checker; Pipelayer; Laser Beam (pipelaying)-applicable when employee assigned to move, set up, align; Laser Beam; Tunnel Miners; Motorman-Dinky Locomotive-Tunnel; Powderman-Tunnel; Shield Operator-Tunnel

GROUP 5: Traffic Flaggers

GROUP 6: Fence Builders

GROUP 7: Landscaping or Planting Laborers

-----  
LABO0335-019 06/01/2021

	Rates	Fringes
Hod Carrier.....	\$ 39.28	13.19

-----

LABO0348-003 06/10/2021

CHELAN, DOUGLAS (W OF 12TH MERIDIAN), KITTITAS, AND YAKIMA COUNTIES

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 24.47	13.19
GROUP 2.....	\$ 28.11	13.19
GROUP 3.....	\$ 30.79	13.19
GROUP 4.....	\$ 31.54	13.19
GROUP 5.....	\$ 32.09	13.19

BASE POINTS: BELLINGHAM, MT. VERNON, EVERETT, SEATTLE, KENT, TACOMA, OLYMPIA, CENTRALIA, ABERDEEN, SHELTON, PT. TOWNSEND, PT. ANGELES, AND BREMERTON

- ZONE 1 - Projects within 25 radius miles of the respective city hall
- ZONE 2 - More than 25 but less than 45 radius miles from the respective city hall
- ZONE 3 - More than 45 radius miles from the respective city hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):  
 ZONE 2 - \$1.00  
 ZONE 3 - \$1.30

BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA

- ZONE 1 - Projects within 25 radius miles of the respective city hall
- ZONE 2 - More than 25 radius miles from the respective city hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):  
 ZONE 2 - \$2.25

LABORERS CLASSIFICATIONS

- GROUP 1: Landscaping and Planting; Watchman; Window Washer/Cleaner (detail clean-up, such as but not limited to cleaning floors, ceilings, walls, windows, etc., prior to final acceptance by the owner)
- GROUP 2: Batch Weighman; Crusher Feeder; Fence Laborer; Flagman; Pilot Car

GROUP 3: General Laborer; Air, Gas, or Electric Vibrating Screed; Asbestos Abatement Laborer; Ballast Regulator Machine; Brush Cutter; Brush Hog Feeder; Burner; Carpenter Tender; Cement Finisher Tender; Change House or Dry Shack; Chipping Gun (under 30 lbs.); Choker Setter; Chuck Tender; Clean-up Laborer; Concrete Form Stripper; Curing Laborer; Demolition (wrecking and moving including charred material); Ditch Digger; Dump Person; Fine Graders; Firewatch; Form Setter; Gabian Basket Builders; Grout Machine Tender; Grinders; Guardrail Erector; Hazardous Waste Worker (Level C: uses a chemical "splash suit" and air purifying respirator); Maintenance Person; Material Yard Person; Pot Tender; Rip Rap Person; Riggers; Scale Person; Sloper Sprayer; Signal Person; Stock Piler; Stake Hopper; Toolroom Man (at job site); Topper-Tailer; Track Laborer; Truck Spotter; Vinyl Seamer

GROUP 4: Cement Dumper-Paving; Chipping Gun (over 30 lbs.); Clary Power Spreader; Concrete Dumper/Chute Operator; Concrete Saw Operator; Drill Operator (hydraulic, diamond, aiartrac); Faller and Bucker Chain Saw; Grade Checker and Transit Person; Groutmen (pressure) including post tension beams; Hazardous Waste Worker (Level B: uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical "splash suit"); High Scaler; Jackhammer; Laserbeam Operator; Manhole Builder-Mudman; Nozzleman (concrete pump, green cutter when using combination of high pressure air and water on concrete and rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster); Pavement Breaker; Pipe Layer and Caulker; Pipe Pot Tender; Pipe Reliner (not insert type); Pipe Wrapper; Power Jacks; Railroad Spike Puller-Power; Raker-Asphalt; Rivet Buster; Rodder; Sloper (over 20 ft); Spreader (concrete); Tamper and Similar electric, air and glas operated tool; Timber Person-sewer (lagger shorer and cribber); Track Liner Power; Tugger Operator; Vibrator; Well Point Laborer

GROUP 5: Caisson Worker; Miner; Mortarman and Hodcarrier; Powderman; Re-Timberman; Hazardous Waste Worker (Level A: utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line).

---

PAIN0005-002 07/01/2021

STATEWIDE EXCEPT CLARK, COWLITZ, KLICKITAT, PACIFIC (SOUTH), SKAMANIA, AND WAHKIAKUM COUNTIES

	Rates	Fringes
Painters:		
STRIPERS.....	\$ 32.36	18.15

-----  
PAIN0005-004 03/01/2009

CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS, MASON, PIERCE, SAN JUAN, SKAGIT, SNOHOMISH, THURSTON AND WHATCOM COUNTIES

	Rates	Fringes
PAINTER.....	\$ 20.82	7.44

-----  
\* PAIN0005-006 07/01/2018

ADAMS, ASOTIN; BENTON AND FRANKLIN (EXCEPT HANFORD SITE); CHELAN, COLUMBIA, DOUGLAS, FERRY, GARFIELD, GRANT, KITTITAS, LINCOLN, OKANOGAN, PEND OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN AND YAKIMA COUNTIES

	Rates	Fringes
PAINTER		
Application of Cold Tar Products, Epoxies, Polyurethanes, Acids, Radiation Resistant Material, Water and Sandblasting.....	\$ 30.19	11.71
Over 30'/Swing Stage Work..	\$ 22.20	7.98
Brush, Roller, Striping, Steam-cleaning and Spray....	\$ 22.94	11.61
Lead Abatement, Asbestos Abatement.....	\$ 21.50	7.98

\*\$.70 shall be paid over and above the basic wage rates listed for work on swing stages and high work of over 30 feet.

-----

PAIN0055-003 07/01/2020

CLARK, COWLITZ, KLICKITAT, PACIFIC, SKAMANIA, AND WAHKIAKUM COUNTIES

	Rates	Fringes
PAINTER		
Brush & Roller.....	\$ 26.56	13.40
Spray and Sandblasting.....	\$ 26.56	13.40

All high work over 60 ft. = base rate + \$0.75

PAIN0055-006 03/01/2020

CLARK, COWLITZ, KLICKITAT, SKAMANIA and WAHKIAKUM COUNTIES

	Rates	Fringes
Painters:		
HIGHWAY & PARKING LOT		
STRIPER.....	\$ 35.87	13.40

PLAS0072-004 06/01/2020

ADAMS, ASOTIN, BENTON, CHELAN, COLUMBIA, DOUGLAS, FERRY, FRANKLIN, GARFIELD, GRANT, KITTITAS, LINCOLN, OKANOGAN, PEND OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN, AND YAKIMA COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
ZONE 1.....	\$ 31.30	15.53

Zone Differential (Add to Zone 1 rate): Zone 2 - \$2.00

BASE POINTS: Spokane, Pasco, Lewiston; Wenatchee  
 Zone 1: 0 - 45 radius miles from the main post office  
 Zone 2: Over 45 radius miles from the main post office

PLAS0528-001 06/01/2021

CLALLAM, COWLITZ, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS, MASON, PACIFIC, PIERCE, SAN JUAN, SKAGIT, SNOHOMISH, THURSTON, WAHKIAKUM AND WHATCOM COUNTIES

	Rates	Fringes
CEMENT MASON		
CEMENT MASON.....	\$ 47.87	19.04
COMPOSITION, TROWEL MACHINE, GRINDER, POWER TOOLS, GUNNITE NOZZLE.....	\$ 48.37	19.04
TROWELING MACHINE OPERATOR ON COMPOSITION.....	\$ 48.37	19.04

-----  
PLAS0555-002 07/01/2019

CLARK, KLICKITAT AND SKAMANIA COUNTIES

ZONE 1:

	Rates	Fringes
CEMENT MASON		
CEMENT MASONS DOING BOTH COMPOSITION/POWER MACHINERY AND SUSPENDED/HANGING SCAFFOLD..	\$ 37.32	18.77
CEMENT MASONS ON SUSPENDED, SWINGING AND/OR HANGING SCAFFOLD.....	\$ 36.58	18.77
CEMENT MASONS.....	\$ 35.85	18.77
COMPOSITION WORKERS AND POWER MACHINERY OPERATORS...	\$ 36.58	18.77

Zone Differential (Add To Zone 1 Rates):

- Zone 2 - \$0.65
- Zone 3 - 1.15
- Zone 4 - 1.70
- Zone 5 - 3.00

BASE POINTS: BEND, CORVALLIS, EUGENE, MEDFORD, PORTLAND, SALEM, THE DALLES, VANCOUVER

- ZONE 1: Projects within 30 miles of the respective city hall
- ZONE 2: More than 30 miles but less than 40 miles from the respective city hall.
- ZONE 3: More than 40 miles but less than 50 miles from the respective city hall.
- ZONE 4: More than 50 miles but less than 80 miles from the respective city hall.
- ZONE 5: More than 80 miles from the respective city hall

TEAM0037-002 06/01/2020

CLARK, COWLITZ, KLICKITAT, PACIFIC (South of a straight line made by extending the north boundary line of Wahkiakum County west to the Pacific Ocean), SKAMANIA, AND WAHKIAKUM COUNTIES

	Rates	Fringes
Truck drivers:		
ZONE 1		
GROUP 1.....	\$ 29.33	16.40
GROUP 2.....	\$ 29.46	16.40
GROUP 3.....	\$ 29.60	16.40
GROUP 4.....	\$ 29.89	16.40
GROUP 5.....	\$ 30.03	16.40
GROUP 6.....	\$ 30.31	16.40
GROUP 7.....	\$ 30.53	16.40

Zone Differential (Add to Zone 1 Rates):

- Zone 2 - \$0.65
- Zone 3 - 1.15
- Zone 4 - 1.70
- Zone 5 - 2.75

BASE POINTS: ASTORIA, THE DALLES, LONGVIEW AND VANCOUVER

ZONE 1: Projects within 30 miles of the respective city hall.

ZONE 2: More than 30 miles but less than 40 miles from the respective city hall.

ZONE 3: More than 40 miles but less than 50 miles from the respective city hall.

ZONE 4: More than 50 miles but less than 80 miles from the respective city hall.

ZONE 5: More than 80 miles from the respective city hall.

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: A Frame or Hydra lift truck w/load bearing surface; Articulated Dump Truck; Battery Rebuilders; Bus or Manhaul Driver; Concrete Buggies (power operated); Concrete Pump Truck; Dump Trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations there of: up to and including 10 cu. yds.; Lift Jitneys, Fork Lifts (all sizes in loading, unloading and transporting material on job site); Loader and/or Leverman on Concrete Dry Batch Plant (manually operated); Pilot Car; Pickup Truck; Solo Flat Bed and misc. Body Trucks, 0-10 tons; Truck Tender; Truck Mechanic Tender; Water Wagons (rated capacity) up to 3,000 gallons; Transit Mix and Wet or Dry Mix - 5 cu. yds. and under; Lubrication Man, Fuel Truck Driver, Tireman, Wash Rack, Steam Cleaner or combinations; Team Driver; Slurry Truck Driver or Leverman; Tireman

GROUP 2: Boom Truck/Hydra-lift or Retracting Crane; Challenger; Dumpsters or similar equipment all sizes; Dump Trucks/Articulated Dumps 6 cu to 10 cu.; Flaherty Spreader Driver or Leverman; Lowbed Equipment, Flat Bed Semi-trailer or doubles transporting equipment or wet or dry materials; Lumber Carrier, Driver-Straddle Carrier (used in loading, unloading and transporting of materials on job site); Oil Distributor Driver or Leverman; Transit mix and wet or dry mix trucks: over 5 cu. yds. and including 7 cu. yds.; Vacuum Trucks; Water truck/Wagons (rated capacity) over 3,000 to 5,000 gallons

GROUP 3: Ammonia Nitrate Distributor Driver; Dump trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations thereof: over 10 cu. yds. and including 30 cu. yds. includes Articulated Dump Trucks; Self-Propelled Street Sweeper; Transit mix and wet or dry mix truck: over 7 cu yds. and including 11 cu yds.; Truck Mechanic-Welder-Body Repairman; Utility and Clean-up Truck; Water Wagons (rated capacity) over 5,000 to 10,000 gallons

GROUP 4: Asphalt Burner; Dump Trucks, side, end and bottom dumps, including Semi-Trucks and Trains or combinations thereof: over 30 cu. yds. and including 50 cu. yds. includes Articulated Dump Trucks; Fire Guard; Transit Mix and Wet or Dry Mix Trucks, over 11 cu. yds. and including 15 cu. yds.; Water Wagon (rated capacity) over 10,000 gallons to 15,000 gallons

GROUP 5: Composite Crewman; Dump Trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations thereof: over 50 cu. yds. and including 60 cu. yds. includes Articulated Dump Trucks

GROUP 6: Bulk Cement Spreader w/o Auger; Dry Pre-Batch concrete Mix Trucks; Dump trucks, side, end and bottom dumps, including Semi Trucks and Trains of combinations thereof: over 60 cu. yds. and including 80 cu. yds., and includes Articulated Dump Trucks; Skid Truck

GROUP 7: Dump Trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations thereof: over 80 cu. yds. and including 100 cu. yds., includes Articulated Dump Trucks; Industrial Lift Truck (mechanical tailgate)

\* TEAM0174-001 06/01/2020

CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS, MASON, PACIFIC (North of a straight line made by extending the north boundary line of Wahkiakum County west to the Pacific Ocean), PIERCE, SAN JUAN, SKAGIT, SNOHOMISH, THURSTON AND WHATCOM COUNTIES

	Rates	Fringes
Truck drivers:		
ZONE A:		
GROUP 1:.....	\$ 42.88	20.92
GROUP 2:.....	\$ 42.04	20.92
GROUP 3:.....	\$ 39.23	20.92
GROUP 4:.....	\$ 34.26	20.92
GROUP 5:.....	\$ 42.43	20.92

ZONE B (25-45 miles from center of listed cities\*): Add \$.70 per hour to Zone A rates.

ZONE C (over 45 miles from centr of listed cities\*): Add \$1.00 per hour to Zone A rates.

\*Zone pay will be calculated from the city center of the following listed cities:

BELLINGHAM	CENTRALIA	RAYMOND	OLYMPIA
EVERETT	SHELTON	ANACORTES	BELLEVUE
SEATTLE	PORT ANGELES	MT. VERNON	KENT
TACOMA	PORT TOWNSEND	ABERDEEN	BREMERTON

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1 - "A-frame or Hydralift" trucks and Boom trucks or similar equipment when "A" frame or "Hydralift" and Boom truck or similar equipment is used; Buggymobile; Bulk Cement Tanker; Dumpsters and similar equipment, Tournorockers, Tournowagon, Tournotrailer, Cat DW series, Terra Cobra, Le Tourneau, Westinghouse, Athye Wagon, Euclid Two and Four-Wheeled power tractor with trailer and similar top-loaded equipment transporting material: Dump Trucks, side, end and bottom dump, including semi-trucks and trains or combinations thereof with 16 yards to 30 yards capacity: Over 30 yards \$.15 per hour additional for each 10 yard increment; Explosive Truck (field mix) and similar equipment; Hyster Operators (handling bulk loose aggregates); Lowbed and Heavy Duty Trailer; Road Oil Distributor Driver; Spreader, Flaherty Transit mix used exclusively in heavy construction; Water Wagon and Tank Truck-3,000 gallons and over capacity

GROUP 2 - Bulllifts, or similar equipment used in loading or unloading trucks, transporting materials on job site; Dumpsters, and similar equipment, Tournorockers, Tournowagon, Turnotrailer, Cat. D.W. Series, Terra Cobra, Le Tourneau, Westinghouse, Athye wagon, Euclid two and four-wheeled power tractor with trailer and similar top-loaded equipment transporting material: Dump trucks, side, end and bottom dump, including semi-trucks and trains or combinations thereof with less than 16 yards capacity; Flatbed (Dual Rear Axle); Grease Truck, Fuel Truck, Greaser, Battery Service Man and/or Tire Service Man; Leverman and loader at bunkers and batch plants; Oil tank transport; Scissor truck; Slurry Truck; Sno-Go and similar equipment; Swampers; Straddler Carrier (Ross, Hyster) and similar equipment; Team Driver; Tractor (small, rubber-tired) (when used within Teamster jurisdiction); Vacuum truck; Water Wagon and Tank trucks-less than 3,000 gallons capacity; Winch Truck; Wrecker, Tow truck and similar equipment

GROUP 3 - Flatbed (single rear axle); Pickup Sweeper; Pickup Truck. (Adjust Group 3 upward by \$2.00 per hour for onsite work only)

GROUP 4 - Escort or Pilot Car

GROUP 5 - Mechanic

#### HAZMAT PROJECTS

Anyone working on a HAZMAT job, where HAZMAT certification is required, shall be compensated as a premium, in addition to the classification working in as follows:

LEVEL C: +\$.25 per hour - This level uses an air purifying respirator or additional protective clothing.

LEVEL B: +\$.50 per hour - Uses same respirator protection as Level A. Supplied air line is provided in conjunction with a chemical "splash suit."

LEVEL A: +\$.75 per hour - This level utilizes a fully-encapsulated suit with a self-contained breathing apparatus or a supplied air line.

-----

TEAM0690-004 01/01/2019

ADAMS, ASOTIN, BENTON, CHELAN, COLUMBIA, DOUGLAS, FERRY, FRANKLIN, GARFIELD, GRANT KITTITAS, LINCOLN, OKANOGAN, PEND OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN AND YAKIMA COUNTIES

	Rates	Fringes
Truck drivers: (AREA 1: SPOKANE ZONE CENTER: Adams, Chelan, Douglas, Ferry, Grant, Kittitas, Lincoln, Okanogan, Pen Oreille, Spokane, Stevens, and Whitman Counties		
AREA 1: LEWISTON ZONE CENTER: Asotin, Columbia, and Garfield Counties		
AREA 2: PASCO ZONE CENTER: Benton, Franklin, Walla Walla and Yakima Counties)		
AREA 1:		
GROUP 1.....	\$ 23.91	17.40
GROUP 2.....	\$ 26.18	17.40
GROUP 3.....	\$ 26.68	17.40
GROUP 4.....	\$ 27.01	17.40
GROUP 5.....	\$ 27.12	17.40
GROUP 6.....	\$ 27.29	17.40
GROUP 7.....	\$ 27.82	17.40
GROUP 8.....	\$ 28.18	17.40
AREA 2:		
GROUP 1.....	\$ 26.05	17.40
GROUP 2.....	\$ 28.69	17.40
GROUP 3.....	\$ 28.80	17.40
GROUP 4.....	\$ 29.13	17.40
GROUP 5.....	\$ 29.24	17.40
GROUP 6.....	\$ 29.24	17.40
GROUP 7.....	\$ 29.78	17.40
GROUP 8.....	\$ 30.10	17.40

Zone Differential (Add to Zone 1 rate: Zone 1 + \$2.00)

BASE POINTS: Spokane, Pasco, Lewiston

Zone 1: 0-45 radius miles from the main post office.

Zone 2: Outside 45 radius miles from the main post office

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Escort Driver or Pilot Car; Employee Haul; Power Boat Hauling Employees or Material

GROUP 2: Fish Truck; Flat Bed Truck; Fork Lift (3000 lbs. and under); Leverperson (loading trucks at bunkers); Trailer Mounted Hydro Seeder and Mulcher; Seeder & Mulcher; Stationary Fuel Operator; Tractor (small, rubber-tired, pulling trailer or similar equipment)

GROUP 3: Auto Crane (2000 lbs. capacity); Buggy Mobile & Similar; Bulk Cement Tanks & Spreader; Dumptor (6 yds. & under); Flat Bed Truck with Hydraulic System; Fork Lift (3001-16,000 lbs.); Fuel Truck Driver, Steamcleaner & Washer; Power Operated Sweeper; Rubber-tired Tunnel Jumbo; Scissors Truck; Slurry Truck Driver; Straddle Carrier (Ross, Hyster, & similar); Tireperson; Transit Mixers & Truck Hauling Concrete (3 yd. to & including 6 yds.); Trucks, side, end, bottom & articulated end dump (3 yards to and including 6 yds.); Warehouseperson (to include shipping & receiving); Wrecker & Tow Truck

GROUP 4: A-Frame; Burner, Cutter, & Welder; Service Greaser; Trucks, side, end, bottom & articulated end dump (over 6 yards to and including 12 yds.); Truck Mounted Hydro Seeder; Warehouseperson; Water Tank truck (0-8,000 gallons)

GROUP 5: Dumptor (over 6 yds.); Lowboy (50 tons & under); Self-loading Roll Off; Semi-Truck & Trailer; Tractor with Steer Trailer; Transit Mixers and Trucks Hauling Concrete (over 6 yds. to and including 10 yds.); Trucks, side, end, bottom and end dump (over 12 yds. to & including 20 yds.); Truck-Mounted Crane (with load bearing surface either mounted or pulled, up to 14 ton); Vacuum Truck (super sucker, guzzler, etc.)

GROUP 6: Flaherty Spreader Box Driver; Flowboys; Fork Lift (over 16,000 lbs.); Dumps (Semi-end); Mechanic (Field); Semi-end Dumps; Transfer Truck & Trailer; Transit Mixers & Trucks Hauling Concrete (over 10 yds. to & including 20 yds.); Trucks, side, end, bottom and articulated end dump (over 20 yds. to & including 40 yds.); Truck and Pup; Tournarocker, DWs & similar with 2 or more 4 wheel-power tractor with trailer, gallonage or yardage scale, whichever is greater Water Tank Truck (8,001- 14,000 gallons); Lowboy(over 50 tons)

GROUP 7: Oil Distributor Driver; Stringer Truck (cable operated trailer); Transit Mixers & Trucks Hauling Concrete (over 20 yds.); Truck, side, end, bottom end dump (over 40 yds. to & including 100 yds.); Truck Mounted Crane (with load bearing surface either mounted or pulled (16 through 25 tons);

GROUP 8: Prime Movers and Stinger Truck; Trucks, side, end, bottom and articulated end dump (over 100 yds.); Helicopter Pilot Hauling Employees or Materials

Footnote A - Anyone working on a HAZMAT job, where HAZMAT certification is required, shall be compensated as a premium, in addition to the classification working in as follows:

LEVEL C-D: - \$.50 PER HOUR (This is the lowest level of protection. This level may use an air purifying respirator or additional protective clothing.

LEVEL A-B: - \$1.00 PER HOUR (Uses supplied air in conjunction with a chemical splash suit or fully encapsulated suit with a self-contained breathing apparatus.

Employees shall be paid Hazmat pay in increments of four(4) and eight(8) hours.

NOTE:

Trucks Pulling Equipment Trailers: shall receive \$.15/hour over applicable truck rate

-----  
WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.  
=====

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

---

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the

classifications was union data. EXAMPLE: UAVG-OH-0010  
08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

---

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage

payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====  
END OF GENERAL DECISIO"